

LAW REVERSIONARY INTEREST SOCIETY, LIMITED.

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1853.

Capital ... £400,000
 Debentures and Debenture Stock ... £207,230
REVERSIONS BOUGHT. LOANS MADE THEREON.
Proposal Forms and full information may be had at the Society's Office.
 W. OSCAR NASH, F.I.A., Actuary and Secretary.

COUNTY FIRE OFFICE,

50, REGENT STREET, W., AND 14, CORNHILL, E.C., LONDON.

FOUNDED 1807.

EXCEPTIONAL ADVANTAGES TO PERMANENT POLICY-
 HOLDERS.

LIBERAL TERMS TO SOLICITORS INTRODUCING BUSINESS.

For Rates and Full Particulars apply to
 THE SECRETARIES.

THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED,

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.
 RESERVE FUND - £115,000.

FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY
 BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY
 INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &c.

HEAD OFFICE: 40, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate-street, E.C.

IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of
 LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of
 LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to
 THE LICENSES INSURANCE CORPORATION AND
 GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without
 special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
 SIMPLE,

THE
 PERFECTED
 OF
 LIFE
 ASSURANCE.

AND
 SECURE.

FUNDS - £3,000,000. INCOME - £390,000.
 YEARLY NEW BUSINESS - £1,000,000. BUSINESS IN FORCE - £11,700,000.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord High Chancellor of England).
 The Hon. Mr. Justice KERWIN.
 The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.
 WILLIAM WILLIAMS, Esq.
 RICHARD PENNINGTON, Esq.

DIRECTORS.

Mathew, The Hon. Mr. Justice.
 Meek, A. Grant, Esq. (Devizes).
 Mello, The Right Hon. John W., Q.C.
 M.P.
 Mills, Richard, Esq.
 Morrell, Frederic P., Esq. (Oxford).
 Pennington, Richard, Esq.
 Rowcliffe, W., Esq.
 Saltwell, Wm. Henry, Esq.
 Tweedie, R. W., Esq.
 Williams, Romer, Esq.
 Williams, William, Esq.

VOL. XLV., No. 20.

The Solicitors' Journal and Reporter.

LONDON, MARCH 16, 1901.

* The Editor cannot undertake to return rejected contributions, and
 copies should be kept of all articles sent by writers who are not on
 the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS	335	COMPANIES	346
MORTGAGES OF REGISTERED LAND.....	338	LEGAL NEWS	347
COVENANTS RUNNING WITH PATENTS.....	340	COURT PAPERS	348
REVIEWS	342	WINDING UP NOTICES	348
LAW SOCIETIES	345	CREDITORS' NOTICES	349
		BANKRUPTCY NOTICES.....	350

Cases Reported this Week.

In the Solicitors' Journal.

A Debtor, Re. Ex parte The Debtor ..	342
An Election Petition for the Borough of Gloucester, In the Matter of. Bland (Petitioner) and Buchanan (Respondent)	345
Collingham v. Sloper	343
Ellen v. Great Northern Railway Co.	345
Grey's Court Estate and the Settled Land Acts, 1892 to 1893, Re	344
Johannesburg Mining and General Syndicate (Lim.), Re	343
Morrison, Re. Morrison v. Morrison ..	344
Rosher v. Young	344
Sadgrove v. Hole	342
Teede & Bishop (Lim.), Re	343

In the Weekly Reporter.

Attorney-General v. Hawkins	330
Callis, In re	316
Chessum & Sons v. Gordon	309
City of London Electric Lighting Co. v. Mayor, &c., of the City of London	306
Eastwood Brothers (Limited) v. Hooley Urban District Council	308
Fisher v. Black and White Publishing Co. (Limited)	310
Kelly's Directories (Limited) v. Gavin and Lloyd's	313
Lambert v. Mayor, &c., of Lowestoft ..	316
Scott (Appellant) v. Midland Railway Co. and Others (Respondents)	318
Stanford, In re. Stanford v. Roberts ..	315

CURRENT TOPICS.

IT FREQUENTLY happens that it is very desirable for special reasons to have a shorthand note of the evidence given in certain kinds of cases: where, for instance, the evidence is of a highly technical nature, or again where one party or the other announces his intention of appealing in case of an adverse decision, and more especially if such a case is a "test" case upon which many other actions depend. The true rule which governs the allowance of the costs of such notes cannot be too clearly understood and carefully appreciated by litigants. That this is not at present the case is evidenced by the numerous cases in which parties neglect to act upon it. The latest example of this is in the case of *The Turret Court* decided by the President of the Probate, &c., Division this week, in which an unsuccessful application was made for costs of shorthand notes, taken in a case of a highly technical character, to be allowed on taxation. The true rule is, as the President pointed out, well established, if narrow, that the application to allow such costs must be made before the order is drawn up. The reason for the rule is that such costs are not included in general costs but require a special direction which must be embodied in the order. If this special direction is not obtained, and the order is drawn up without it, the court has no jurisdiction to allow such costs, since it cannot alter an order when once made. The rule is, of course, highly technical, but still is founded on good sense, since in most cases the hearing is the time when the judge is seized of all the facts, and can best decide whether the nature of the case has necessitated such notes. To allow subsequent applications would entail a waste of time and expense. In the case of representative parties, such as liquidators or executors, it is particularly needful to remember the rule, since, if there is no special direction, they will have to pay the costs personally and may have no recourse against the estate.

THE RIGHT of a creditor who obtains a grant of administration, and enters into the usual administration bond, to retain his own debt—a right which operates to the detriment of other creditors when the estate is insolvent—was again hotly attacked in *Re Belham* lately before BARNES, J. It will be remembered that

this right was upheld in the case of *Davies v. Parry* (47 W. R. 429), and that in consequence of that decision the words of the bond have been altered from "not unduly preferring his own debt" to "not, however, preferring," which in the opinion of the President would meet the difficulty: see *Weekly Notes*, 23rd December, 1899. But in *Re Belham* the grant was made previous to the amendment, with the result that one creditor mops up the whole of the assets. It is certainly very doubtful whether the rule was ever intended to apply in the case of creditors, except when the executor was a creditor, in which case apparently by the common law the debt was *ipso facto* treated as extinguished: see per LINDLEY, M.R., in *Re Rhodes* (47 W. R. 432). This view is strengthened by the fact that a grant of administration to a creditor, as creditor, was under the old practice supplemented by a *pro rata* bond in addition to the ordinary administration bond, and that it is now the practice to insert a *pro rata* clause in the ordinary administration bond. In *In the Goods of Brackenbury* (2 P. D. 272), on which ROMER, J., relied in *Davies v. Parry*, no *pro rata* bond had been taken. It is to be hoped that the whole subject will be threshed out in, and put on a clear footing by, the Court of Appeal in the appeal from his decision which was encouraged by BARNES, J.

IN A CASE tried last week before DAY, J., against two prisoners jointly, counsel for the defence called some witnesses and then called the prisoners themselves. The learned judge thereupon said that he would allow the prisoners to be called, although other witnesses for the defence had already been called, but he did not wish it to be taken as a precedent; the proper time for a prisoner to give his evidence was at the conclusion of the opening speech of his counsel. Now it is submitted that the learned judge had no power whatever to allow, or to refuse to allow, the prisoners to give evidence on their own behalf. An accused person can give evidence, as a rule, only under the provisions of the Criminal Evidence Act, 1898, and there is only one section of that Act—namely, section 2, which in any way prescribes the point at which the prisoner must give his evidence. That section says that, "where the only witness to the facts of the case called by the defence is the person charged, he shall be called as a witness immediately after the close of the evidence for the prosecution." This obviously applies only to a case where the prisoner alone is called, and *expressio unius est exclusio alterius*; therefore where other witnesses also are called, the ordinary rule applies that the defending counsel shall call his witnesses in whatever order his discretion dictates. One or two judges have taken somewhat the same line as DAY, J., did lately, and chairmen of quarter sessions have done the same. Probably no judge has gone so far as to refuse to allow a prisoner to give evidence after other witnesses, but counsel have been forced by judges to call prisoners before any other evidence. If a judge did refuse to allow a prisoner to give his evidence after other witnesses, a conviction could not stand; for the improper rejection of evidence tendered for a defendant in a criminal case vitiates a conviction. What possible right, then, can a judge have to interfere with the discretion of counsel? It is true that, as a rule, it is obviously the best course to call the prisoner first, but there no doubt are exceptions to the rule; and as a judge cannot know what the defence is until he hears it, he cannot judge whether there may not be good reason for postponing the prisoner's evidence. Of course, if there is any appearance of the prisoner deliberately moulding his own story so as to fit in with what he has heard the other witnesses say, the prosecution and the judge will comment upon the fact, and the prisoner's evidence will have but little weight. In the exceptional cases, however, which may occur, counsel must be trusted to use their discretion. If they use it badly, the consequences will probably recoil on the clients' heads. A judge, however, should not interfere. Section 2 was probably inserted in the Act merely to secure that a defending counsel should not make two speeches where the prisoner is his only witness. In this case he has to be content with one, but section 3 gives him the right to make that one after the prosecution has summed up, and so to have the coveted last word.

IN WHAT circumstances can a wrongdoer be made to pay damages twice for the same wrongful act? This question arose in the case of *Ellen v. The Great Northern Railway Co.*, which came before BUCKNILL, J. (reported elsewhere). The plaintiff, a postal sorter, having been injured by a collision on the defendants' railway, was attended by a medical man for concussion of the brain and shock to his system, and was also examined by a doctor on behalf of the railway company. He subsequently instructed his solicitor to accept £190 from the company and signed the following receipt: "Received of the Great Northern Railway Co. the sum of £190 in full satisfaction and discharge of all claims, legal and medical charges included, in respect of injuries sustained by Mr. T. E. J. Ellen near Babworth Crossing on the 16th of March, 1899." The plaintiff received the money and returned to his work, but his eyesight soon afterwards began to fail, so that in February, 1900, he was dismissed from his employment and afterwards became totally blind. He thereupon commenced the present action against the company to recover compensation, in addition to the amount which he had already received, alleging that his blindness was due to the injuries which he had sustained by the collision. It was admitted that neither the plaintiff nor his doctor knew, or had reasonable grounds for supposing, when he received the money, that his eyesight had been affected. In these circumstances the company contended that the receipt of the money by the plaintiff amounted in law to a satisfaction of the whole cause of action and that he was excluded from any further compensation, but the learned judge decided that it was a question of fact to be decided by a jury whether the plaintiff had entered into a contract to accept the £190 in full satisfaction of all damage sustained or to be sustained by him from the injury, or whether he merely took the money as compensation for the injuries which had been brought to his knowledge, and would have refused to take it if he had thought that it would prevent him from obtaining anything for an injury which had remained undisclosed and declared itself afterwards. The decision of the learned judge appears to be based upon the familiar rule that a receipt is an admission only, and not a contract, and that the party signing the receipt is at liberty to explain or contradict anything which is stated in it. One or two cases were cited in the argument; but the whole subject was most carefully examined and explained, as far back as 1871, by MELLISH, L.J., in *Lee v. Lancashire and Yorkshire Railway Co.* (L. R. 6 Ch. App. 527). A case like that of the plaintiff will always excite sympathy, and a railway company is at a disadvantage where it is submitted to a jury. But it must be remembered that the payment of money to the plaintiff was intended to secure the company from an action for damages, and that if he had recovered any damages for injuries to his person, he could not have maintained a further action for fresh bodily injuries caused by the same act of negligence merely because they had been discovered or developed subsequently. If a simple memorandum of agreement, stating that the company had agreed to pay a person injured by accident a certain sum, and that he agreed to accept it in full satisfaction of all damages sustained, or to be sustained by him, were to be tendered to that person, he would probably sign it without any mental reservation. And in such a case, always assuming that there was no evidence of fraud, the agreement would be a bar to further proceedings.

A QUESTION of some nicety arose in the *Gloucester Municipal Election Petition, Ford v. Newth* (reported ante, p. 327). The ground of the petition was that the respondent was incapable of being elected a councillor of the city by reason that at the date of his nomination and election he had an interest in a contract with the city council. By section 12 of the Municipal Corporations Act a person is "disqualified for being elected and for being a councillor if and while he has directly or indirectly . . . any share or interest in any contract or employment with, by, or on behalf of the council." The fact of the existence of such a disqualification in the case of a candidate is made one of the grounds for presenting an

election petition by section 88 of the same Act; and it is not a matter which can be dealt with by the returning officer: *Pritchard v. Mayor of Bangor* (13 App. Cas. 241). The facts relating to the alleged disqualification in the present case were as follows: In December, 1899, the council of the city advertised for tenders for certain goods. The respondent made a written offer to supply the goods for the year 1900 according to a schedule of prices. The acceptance of this offer was recommended by the Street Committee, and adopted and confirmed by the city council. No definite quantity of goods to be supplied was mentioned on either side. During the year 1900, up to the 20th of October, the respondent supplied goods of the character mentioned in his offer as and when required, and received payment according to the terms of his offer. At the date mentioned, sums were owing to him which were not paid until after the election. On the 19th of October he applied to the Finance Committee to be relieved from his tender, and they passed a resolution relieving him subject to the approval of the city council, which was given on the 30th of October. On the 24th of October the respondent was nominated, and on the 1st of November he was elected, a councillor. The main defence of the respondent was that there was no contract, the council not being under any obligation to order any goods at all from the respondent: *Great Northern Railway Co. v. Witham* (L. R. 9 C. P. 16). DARLING and CHANNELL, JJ., however, held that the city council were bound to order from the respondent, and from him only, any goods of the class mentioned in his tender which they might require, and that there was, therefore, a contract. It was also urged that the ratification by the city council on the 30th of October of the resolution of their committee on the 19th of October relieving the respondent from his obligation to supply under his tender must be held to relate back (on the principle of *Belton Partners v. Lambert*, 41 Ch. D. 295), and so to have determined the contract before the date of nomination: the court declined to hold that the ratification would relate back so as to alter the rights of the other candidates. On a third question—whether the existence at the time of the election of a debt to the respondent for goods previously supplied gave him an interest in a contract—the court expressed no opinion. The decision of the two previous points was by no means free from difficulty, but it appears to be well founded, and it is satisfactory that the doctrine of *Belton Partners v. Lambert* has not been further extended; that decision is perhaps more likely to suffer the reverse process: see per Lord LINDLEY in *Fleming v. Bank of New Zealand* (1900, A. C., at p. 587).

AN ACCUSED person is presumed by the law of England to be innocent until he is proved guilty; or, in the words of Sir J. F. STEPHEN, "the burden of proving that any person has been guilty of a crime or wrongful act is on the person who asserts it." There are, nevertheless, certain exceptions to this rule; for example, any person in whose possession is found any instrument for counterfeiting current coins is guilty of felony unless he can prove his innocence. The exceptions, on examination, will be found in general to consist of cases where the proof of a certain fact raises an almost overwhelming presumption of guilt, while at the same time being quite consistent with innocence. The commonest of these exceptions arises where a person is found in possession of goods which are proved to have been quite recently stolen; here the accused, to escape conviction for larceny, must prove that he came by the goods honestly. It is rather hard to see, however, why to this important principle of law an exception should be found in London which is not found in the rest of England. Yet such seems to be the case. Section 66 of 2 & 3 Vict. c. 47 provides that a constable in the Metropolitan district may "stop, search, and detain" any person who may be reasonably suspected of having or conveying in any manner anything "stolen or unlawfully obtained." Supplementary to this we find that section 24 of 2 & 3 Vict. c. 71 provides that every person who shall be brought before a Metropolitan police magistrate "charged with having in his possession or conveying in any manner any thing which may be reasonably suspected of being stolen or unlawfully obtained, and who shall not give an account to the satisfaction of such magistrate how he came by the same, shall be

deemed guilty of a misdemeanour" and punished with a fine not exceeding £5, or imprisonment with hard labour for not exceeding two months. So that here we have a statutory provision under which a perfectly innocent man who has merely come under the suspicion of a constable may be sent to prison for two months if he is obstinate enough to refuse to prove his innocence. It is not for a moment suggested that such injustice is in fact often done, but most probably such things have happened and it is very strange that they should be possible. It requires little ingenuity to imagine cases in which a man could not account for articles found in his possession without bringing disgrace upon some other person, and would rather go to prison innocent than do so. If this law applied to the whole country, probably injustice would often be done by the lay magistrates. But as it is, justice is pretty safe in the hands of the trained Metropolitan police magistrates. They use their powers not infrequently, but still sparingly, and with great discretion. Lately, a man was arrested whose bulky appearance excited a detective's suspicion. On being searched, his underclothing was found to consist of sheets of lead apparently cut from the roof of some house. He refused to explain why he thus went clad in armour, and no attempt was made by the police to prove where the lead came from. He was punished, and no one will be likely to say injustice was done. He was not proved to be guilty, however, and the goods were not proved to have been stolen. In fact his guilt was presumed from the fact that when he was charged with a crime he refused to prove his innocence! There is no exception to the general principle so marked as this purely London exception.

THE CASE OF *Rosher v. Young* (reported elsewhere), decided by FARWELL, J., this week, is an example of the difficulties which arise when a trade name passes to business rivals of the individual to whom the name naturally belongs. The plaintiff had previously to 1897 carried on business under the title of "F. ROSHER & Co." In that year he took A. and B. into the business as partners, and it was continued under the same style. In 1899 the plaintiff retired from the partnership under an agreement, one clause of which forbade that he should trade under the name of "F. ROSHER & Co." so long as A. and B. continued to trade under that name; and he assigned to them his share in the goodwill of the partnership. In 1900 A. and B. assigned the lease of the business premises and the goodwill of the business to the defendant, who thereupon carried on the business under the old name—F. ROSHER & Co. The plaintiff also used the same trade name, and he sought to restrain the defendant from using it on the ground of the confusion and loss which was caused. The existence of such inconvenience, however, does not seem to be any ground for the interference of the courts. It is a result which the parties have brought upon themselves. The sale of the goodwill of a business, it was said by JAMES, L.J., in *Levy v. Walker* (10 Ch. D., p. 449), conveys the right to the use of the partnership name as a description of the articles sold, and that right is an exclusive right as against the person who sold it, and as against all the world, so that no other person can represent himself as carrying on the same business. In the present case the plaintiff had not parted with his right to the trade name to this extent, for he was to be debarred from using it only so long as A. and B. carried on the business. But while his right to it revolved on the assignment of the business by them, none the less a similar right to use it passed to the assignees. Such at least was the construction which FARWELL, J., placed upon the agreement. The effect of this was that the title "F. ROSHER & Co.," so soon as A. and B. should cease to trade under it, belonged equally to the assignor, the present plaintiff, and to the persons (if any) purchasing the goodwill of the business from A. and B. The right to the use of a trade name is indeed, as LINDLEY, M.R., pointed out in *Burchell v. Wilde* (48 W. R. 491; 1900, 1 Ch. 551), limited by the rule that the person using it must not do so in such a manner as to hold out a former partner as being a partner with him in the business, but it was not established that the plaintiff had any reason to complain on this ground. The two businesses, therefore, must go on under the same name until the parties themselves arrange otherwise.

THE DIFFICULTY of bringing home to highway authorities responsibility for injuries caused by the defective condition of a highway has become proverbial. The most recent attempt, made by the plaintiff in *Lambert v. Mayor of Lowestoft* (ante, p. 295), failed as signally as so many previous ones. The facts were rather peculiar. A junction of a drain with a sewer, made in mortar, was worked through by rats, and a hole caused under the road. The crown of the road gave way and the plaintiffs' horse was injured. The plaintiff's claim was based on three grounds. First, on negligence in construction of the sewer; secondly, on negligence in making up the road after laying the sewer; and thirdly, on the existence of a nuisance in fact which caused the highway to be defective. As regards (1) and (2) the claim broke down on the facts, the Lord Chief Justice holding that there was no evidence of negligence to go to the jury. The local authority constructed the sewer under the Public Health Act, 1875, and in the execution of their statutory duty could not be liable unless negligent. The second claim amounted to an allegation of misfeasance, an undoubted ground of liability, but which could not be sustained unless negligence were proved. The third claim really amounted to an attempt to make the defendants liable for injury caused by an act of omission on their part, or non-feasance. Apparently the suggestion was that the very fact of the nuisance existing in fact must be held evidence of negligence on the part of the local authority, just as in certain accident cases the very happening of the accident is held to be *prima facie* evidence of negligence. But the law is too well settled to be changed by anything less than an Act of Parliament. An action for damages will not lie against a highway authority for non-repair even in cases where non-repair constitutes an indictable breach of duty: *Cowley v. Newmarket Local Board* (1892, A. C. 345). It is often hard on individual members of the public, especially as it is very difficult in most cases to prove negligence amounting to misfeasance.

THE TWO workmen's compensation cases which came before the Court of Appeal on the 12th inst. raised novel points, but did not present any very serious difficulty. In *Fullick v. Evans & Co.* the question was as to the meaning to be given to the word "railroad" in the definition clause (section 7 (2)) of the Workmen's Compensation Act, 1897. The applicant was injured by an accident while working at the erection of a signal-box which the respondents, his employers, were constructing upon a railway in course of construction by another firm of engineers. The county court judge held that the applicant was employed "in or about engineering work" within the meaning of section 7 (1) of the Act, and that his employment was therefore one to which the Act applies. "Engineering work," according to section 7 (2), means "any work of construction or alteration or repair of a railroad," &c., and it was argued (without success) that, as the term "railway" is frequently used in the same section, the term "railroad" must have some different and more restricted meaning, such as "the permanent way." It is not surprising that the Master of the Rolls, "knowing the Act well," declined to infer that the Legislature intended to denote any distinction of meaning by the use of the two words; it would appear to be equally probable that "railroad" was introduced as a pleasing variation of language or in compliment to America. In *Thompson v. Ashington Coal Co.*, an attempt was made to contend that the death of a miner from blood-poisoning which directly resulted from a piece of coal having worked its way into his knee was not due to an accident arising in the course of his employment; as the man was intentionally working on his knees it was said that the penetration of the coal was the natural result and was not fortuitous or accidental; this contention found no favour, and the appeal was dismissed.

THERE HAS been one application for registration with an absolute title of leasehold land in the county of London advertised during the last week. Thirteen applications during twenty weeks—all relative to land in London.

WE MAY remind our readers that the annual meeting of the

Selden Society will be held on Wednesday, the 20th instant, at the Council Room, Lincoln's-inn Hall, at 4.30 p.m., when Lord LINDLEY will preside.

MORTGAGES OF REGISTERED LAND.

I

WHAT sort of a security should an intending mortgagee of registered land require? Can he safely rest content with the registered charge provided by the Land Transfer Acts, or should he insist on having a conveyance of the legal estate in the lands charged, or on being registered as proprietor? He will naturally desire to be placed in as good a position for the purpose of realizing his security, if necessary, as he would be under a mortgage of unregistered land in the old established form. Let us therefore consider whether the statutory charge on registered land affords the chargee equal advantages in this respect with a mortgagee of unregistered land. And first, with regard to freeholds.

The remedies of a mortgagee of freeholds under a mortgage in fee in the usual form are four. First, to sue the mortgagor personally under his covenant for repayment. Secondly, to sell the mortgaged land under his power of sale. Thirdly, to sue for foreclosure. And fourthly, to enter into possession and hold and take the rents and profits of the mortgaged land. As is well known, the remedy by entry into possession is only exercised by mortgagees in the last resort, by reason of the liability incumbent on a mortgagee in possession to account on the footing of wilful default. But entry into possession carries with it this compensation, that if the mortgagee continue in possession for twelve years without giving any written acknowledgment of the mortgagor's title, the equity of redemption is absolutely extinguished under the Statute of Limitations, notwithstanding any disability on the part of the mortgagor or any person claiming under him: *Kinsman v. Rouse* (17 Ch. D. 104), *Forster v. Patterson* (*ibid.* 132). By twelve years' possession, therefore, a mortgagee obtains an absolute title without any further act on his part; he gets even a better title than by foreclosure; for foreclosure may be reopened, but under the Statute of Limitations all right and title of the mortgagor is utterly barred.

The chargee under a registered charge is on equal terms with a mortgagee as regards suing the mortgagor personally, the covenant implied in a registered charge under section 23 of the Land Transfer Act, 1875, appearing to be as good as an express covenant for payment contained in a mortgage deed, and the success of either remedy depending, of course, on the solvency of the mortgagor. As regards the sale of the land charged, the remedy of the chargee under a registered charge with a power of sale does not appear to be inferior to that of a mortgagee. Under section 27 of the Land Transfer Act, 1875, the registered proprietor of a registered charge with a power of sale is empowered to sell and transfer the land charged in the same manner as if he were the registered proprietor thereof. He can therefore transfer the land to a purchaser, and such transfer when registered will confer on the transferee the estate in fee simple in the land, with such reservations only as are specified in sections 30, 31, and 32 of the Land Transfer Act, 1875, according as the mortgagor's registered title was absolute, qualified, or possessory. Such a transfer may be registered without production of the land certificate, to the custody of which the chargee is not entitled except by special stipulation; the certificate of charge only being required to be produced: Land Transfer Act, 1897, s. 8 (4).

With respect to foreclosure, the chargee under a registered charge seems to be at a slight disadvantage as compared with a mortgagee by deed in the usual form. The mortgagee has obtained the legal estate in fee simple in the mortgaged land by the conveyance thereof contained in the mortgage deed. When, therefore, he procures a decree for foreclosure absolute, his interest is *in equity* changed from being a charge only into full beneficial ownership; but with regard to his estate *at law*, no change is worked by the decree for foreclosure; the mortgagee has the same legal estate which became absolute on non-payment of the mortgage-money on the day appointed in the

mortgage deed. The effect of foreclosure is to give him the like estate in equity as he had before at law. Now the chargee under a registered charge does not appear to obtain the chargor's estate in the land charged. He seems to get a legal charge, a lien at law, on the land for payment of the money secured; and this seems to give him an *interest*, but no *estate*, in the land. Under the 26th section of the Land Transfer Act, 1875, however, he is given the right to enforce a foreclosure or sale of the land charged "in the same manner, and under the same circumstances in and under which he might enforce the same if the land had been transferred to him by way of mortgage." It has been suggested that these words seem to imply that the mortgagee who forecloses will acquire the legal estate: Brickdale and Sheldon's Land Transfer Acts, 161. But they seem rather intended to assure to the chargee the same right to sue for foreclosure as the law allows to a legal or an equitable mortgagee of lands, and to guard against the supposition that he is entitled to a decree for sale only: see *Carter v. Wake* (4 Ch. D. 605). And where an applicant for a decree for foreclosure absolute has not the legal estate, as where he is an equitable mortgagee, there appears to be nothing in the order which can operate to convey the legal estate to him: see 2 Seton on Decrees, 1695, 1696, 1704 (5th ed.). It seems, however, that the chargee under a registered charge, who procures an order for foreclosure absolute, will thereby obtain the full beneficial ownership in the land; and according to rule 110 of the Land Transfer Rules, 1898, he has the right to be entered on the register as proprietor of the land. It seems to be considered that on such registration he will obtain the same estate as he would obtain under sections 30 to 32 of the Land Transfer Act, 1875, upon a registered transfer for valuable consideration made by the mortgagor: see Brickdale and Sheldon's Land Transfer Acts, 161, note (c). But the Acts do not say so; and even rule 110, which is the only express provision authorizing a chargee who has foreclosed to be registered as proprietor of the land, appears to be founded on a mere inference as to the intended effect of section 26 of the Act of 1875. The Acts have also omitted to provide that such registration may be made without production of the land certificate. But apparently the production of the land certificate will not be required, the case being treated as analogous to that of a sale by a chargee under his power of sale: Brickdale and Sheldon's Land Transfer Acts, 161.

It is in respect of the remedy by entry into possession that the position of a chargee under a registered charge compares most unfavourably with that of a mortgagee of unregistered land. A mortgagee taking possession of unregistered land enters thereon as tenant in fee simple at law; and after twelve years' possession without acknowledgment, he becomes, as we have seen, full owner in equity as well as at law, all right and title of the mortgagor, and all persons claiming under him, being completely extinguished. The chargee under a registered charge has an express right of entry upon the land charged under section 25 of the Land Transfer Act, 1875, subject to the liability attached to a mortgagee in possession. But he does not appear to be placed in the position of a tenant in fee simple entering upon his own land; his estate, when he enters into possession, seems to resemble that of a tenant by *elect*. As regards acquiring an absolute title by twelve years' possession, he is met by section 12 of the Land Transfer Act, 1897. This enacts that a title to registered land adverse to or in derogation of the title of the registered proprietor shall not be acquired by any length of possession, and the registered proprietor may at any time make an entry or bring an action to recover possession of the land accordingly; provided that where a person would but for the provisions of the principal Act or of this section have obtained a title by possession to registered land, he may apply for an order for rectification of the register under section 95 of the principal Act, and on such application the court may, subject to any estates or rights acquired by registration for valuable consideration in pursuance of the principal Act or this Act, order the register to be rectified accordingly. It appears, therefore, that a chargee under a registered charge who has been for twelve years in possession of the land charged without giving any acknowledgment of the mortgagor's title, does not *ipso facto* obtain an

absolute title to the land or even the absolute right to have such a title vested in him by order of the court. But in order to obtain a good title to the land free from the equity of redemption he is obliged to make an application to the court, thus incurring an expense from which the mortgagee of unregistered land is free. On such an application the court may, apparently, in its judicial discretion, order the register to be rectified by the entry of the chargee as proprietor of the land; but the exercise even of this discretion is made subject to any estates or rights acquired by registration for valuable consideration in pursuance of the Acts. The effect appears to be that, where the chargor has since the chargee's entry into possession made a registered transfer of, or charge on, the land, the original chargee's right to call for the rectification of the register will be postponed until the expiration of twelve years from the time of such transfer or subsequent charge; and in the meantime he remains liable to account to such transferee or subsequent chargee, who will be entitled to redeem. When a mortgagee enters into possession the security is usually deficient; he is generally unable to realize the amount advanced by sale, nothing is to be got by suing the mortgagor, and the rents and profits are seldom equal to the amount of interest due. On the other hand, the liability to account is very strict. It seems, therefore, to be a great disadvantage in the position of a chargee under a registered charge that, after twelve years' possession of the land charged without acknowledgment, he cannot obtain immunity from the liability to account or extinguishment of the equity of redemption without the trouble and expense of an application to the court, and that his right to obtain such immunity and extinguishment may be indefinitely postponed by the acts of the registered proprietor for the time being of the land in making registered dispositions thereof for valuable consideration.

The conclusion seems to be that the chargee under a registered charge is not in as good a position for the purpose of realizing his security as a mortgagee of unregistered land by deed in the usual form. So long as the money secured can be realized by sale, the chargee is at no disadvantage; but his remedy by entering into possession is notably inferior to that of the mortgagee. It seems to follow that a person proposing to lend money on the security of registered land should only accept a registered charge in cases where the value of the land so far exceeds the principal amount advanced that it is practically certain that the money secured will always be realizable by sale. In other cases he should, it is submitted, insist on being registered as the proprietor of the land. It is of little use for him to take a conveyance of the fee simple by deed without being registered as proprietor; for although in such case he would, on taking possession, be entering as tenant in fee, he would nevertheless be within the provisions of section 12 of the Act of 1897, as he would still be claiming a title adverse to that of the registered proprietor. If, however, he be registered as proprietor of the land, he would avoid the restrictions created by that section; and the equity of redemption, being in that case a mere unregistered equity, would be barred by twelve years' possession.

There is another advantage to a mortgagee of registered land in being registered as proprietor. Under sections 30-32 of the Act of 1875 a registered transfer for valuable consideration of freehold land has the effect of vesting in the transferee an estate in fee simple in the land, subject only to registered incumbrances and to liabilities declared by the Acts not to be incumbrances, and subject, where the land is registered with a qualified or possessory title, to the rights consequently excepted from the effect of registration, but free from all other estates and interests whatsoever. It appears clear, therefore, that a transferee under a registered transfer may get a better estate than the transferor had. Thus, if the transferor had parted with the legal estate by an unregistered disposition, as by deed settling the land on himself for life, with remainder to his children, it seems that the transferee under a subsequent registered transfer would nevertheless obtain the legal estate in fee simple. But the Acts contain no similar provisions with respect to the effect of a registered charge. All that is said is that the registered proprietor of land may charge the same with the payment of money, in manner therein mentioned (Land Transfer Act, 1875,

s. 22; Land Transfer Act, 1897, s. 9(3)), and that, *subject to the maintenance of the estate and right of the registered proprietor*, any person, whether the registered proprietor or not, may (by unregistered disposition) create estates in the land in the same manner as he might do if the land were not registered: Land Transfer Act, 1875, s. 49. It has been stated, apparently on reliance on the words in italics, that a registered charge will override a prior unregistered conveyance by the chargee of his estate in the land: 2 Key & Elph. Prec. Conv. 2, n. (6th ed.); Brickdale and Sheldon's Land Transfer Acts, 157. But this seems to the writer rather a confident pronouncement on one of the most difficult questions raised by the Acts. It may be that the words in italics prohibit the registered proprietor from conveying the legal estate otherwise than by a registered disposition; but the learned writers cited do not seem to adopt this view: see Brickdale and Sheldon's Land Transfer Act, 21. If, however, the registered proprietor can convey away the legal estate in the registered land by unregistered deed, are not the words in italics rather a slender foundation for the opinion that he can create an overriding legal interest by a subsequent registered charge? That a subsequent registered transfer for value shall convey the legal estate seems to be the result of Land Transfer Act, 1875, ss. 30-32. But in the case of the charge, what is there, beyond the italicized words of section 49, to do away with the common law rule, *Nemo dat quod non habet*?

A form of mortgage of registered land to be accompanied by a registered transfer thereof to the mortgagee is given in 2 Key & Elph. Prec. Conv. 67, 68 and notes (6th ed.). It consists of a mortgage deed in the old established form, with such variations as are rendered necessary by the fact that the mortgagee is to be registered as proprietor. The accompanying transfer would of course have to be in the form prescribed by the rules. It would apparently contain no reference to the right of redemption; and the mortgagor would have to protect his interest by lodging a caution. It has been suggested to the writer that such a transfer could not be registered unless the full stamp duty as upon a conveyance upon sale were paid thereon. But this seems questionable. The Acts authorize every registered proprietor to transfer the registered land either for valuable consideration or without valuable consideration, and not merely on sale: Land Transfer Act, 1875, ss. 29-33. They appear, therefore, to authorize a transfer for the purpose of carrying out a transaction of mortgage. If so, it seems, according to rule 164, that where registered land is mortgaged by deed to be accompanied by a registered transfer, the deed should be stamped as a mortgage and the instrument of transfer should bear no stamp duty.

The main objection to a registered charge is noticed in Messrs. Cherry and Marigold's Land Transfer Acts, pp. 18, 193. They say that the plan of the mortgagees taking a registered transfer of the land will seriously impede the working of the register, and submit that if only registered charges can be made to work, they should be adopted. But this is like asking mortgagees to plane down their feet to fit the shoes provided for them. From the point of view of an intending mortgagee's legal advisers, the smooth working of the register is hardly an object of consideration; and it can scarcely be expected that mortgagees shall sacrifice any of their accustomed remedies in order to carry out the wishes of the promoters of the Land Transfer Acts. It lies rather on those who desire to prove that the Acts confer a benefit on landowners to adapt their schemes to the convenience of such an important class of persons as mortgagees; for if by reason of the inefficiency of the statutory system of registered charges difficulties are placed in the way of raising money on the security of registered land, it is the landowners who will be the sufferers. It is worthy of note that Messrs. Cherry and Marigold also (Land Transfer Acts, 17, 21) express doubts whether a chargee in possession under a registered charge can exercise the power of leasing given by statute to a mortgagee in possession, and whether trustees authorized to invest on real securities can safely invest on the security of a registered charge.

It appears to the writer that the Acts certainly require amendment in the provision made for mortgagees. He thinks that the best plan would be to admit the entry on the

register of transfers by way of mortgage, so that mortgagees should have the statutory estate given by the Land Transfer Act, 1875, ss. 30-32, thus obtaining in the case of a first charge the legal estate in fee, and so that the mortgagor's right or equity of redemption should appear on the register. For the last three centuries mortgagees of land have been accustomed to have the whole legal ownership put in pledge to them. Is it wise for those who desire to obtain the smooth working of the register to expect them to take something less, especially when the lack of that which is withheld interferes with the working of one, if not two, of their remedies? For mortgagors it certainly seems desirable that their right or equity of redemption should be recognized on the register, and not merely left to be protected by a caution. But if so, it should be clearly provided that such right or equity shall be barred, as in the case of unregistered land, after twelve years' possession by the mortgagee, without acknowledgment thereof.

T. CYPRIAN WILLIAMS.

COVENANTS RUNNING WITH PATENTS.

UPON the sale of a patent the vendor may receive his consideration in a lump sum and then of course the purchaser takes the patent free from any obligation to make any further payment; or he may receive less than the full value in immediate payment and stipulate that certain further payments shall be made from time to time out of the profits of the patent. In the latter case it is important to ascertain whether the vendor is to look for these future payments only to his immediate purchaser or whether he can claim them against the holder of the patent for the time being. It seems safe to say that there is no difficulty in attaching the obligation to make the payments to the patent itself so as to enable the vendor to enforce them against successive holders, provided at least that they take with notice of the obligation, and a clear decision to this effect was given in *Werdermann v. Société Générale d'Electricité* (30 W. R. 33, 19 Ch. D. 246); but an opposite result has been arrived at by KEENE, J., in *Bagot Pneumatic Tyre Co. v. Clipper Pneumatic Tyre Co.* (49 W. R. 265; 1901, 1 Ch. 196), and although the learned judge did not profess to differ from the earlier case, it will be necessary in future in advising upon the subject carefully to distinguish between the two.

In *Werdermann's case* the plaintiff, a patentee, assigned letters patent to A. & B., who covenanted (*inter alia*) that the patentees should be entitled to receive £5 per cent. of all net profits, whether arising by means of royalties, sale, or otherwise, which should be derived by A. & B. or their assigns from the letters patent, and A. & B. were to render accounts of the profits; but the patentee's rights in the profits were to cease after a sale of the patent had been made by A. & B., and in the event of a sale a final account and settlement was to be taken and made between the parties of the purchase-money or other consideration. The covenants were expressed to be on behalf of A. & B., their executors, administrators, and assigns. A. & B. had taken the assignment of the letters patent with the intention of forming a company to work them, and they accordingly promoted the formation of the defendant company. They then assigned the letters patent to the company for their absolute benefit, in as ample and beneficial a manner as they would themselves have held the same if this assignment had not been made. The assignment to the company was expressed to be made in consideration of £10 paid to A. & B. by the company, but this sum was apparently not paid and it was not intended that A. & B. should take any beneficial interest in the patent. Communications passed between the plaintiff and A. & B. and the company with reference to the use of the patent by the company, and the company stated to the plaintiff that they would duly observe the provision under which the plaintiff was to receive £5 per cent. on the net profits; but, according to the plaintiff's allegation, the company neglected to render accounts, and the action was brought to compel the rendering of accounts on the assumption that the covenants by A. & B. contained in the assignment to them were binding on the defendant company. The company demurred on the ground that there was no privity between the plaintiff and

themselves, and that the plaintiff's right (if any) to relief was against A. & B. alone.

That there was no privity of contract between the plaintiff and the company is of course clear unless the stipulations in the original assignment could be made to run with the patent in the same way that the covenants in a deed relating to land, when of a suitable nature, run with the land. The doctrine of covenants running with the land, however, is of a technical nature, and it is hardly possible to apply it to the case of property of so totally different a nature as letters patent. It was, indeed, distinctly put aside by JESSEL, M.R., in the Court of Appeal. "What *Spencer's case* (5 Rep. 16a) and *Keppel v. Bailey* (2 My. & K. 517)," he said, "have to do with such a case as this I cannot see." But while declining to apply by analogy the rule relating to covenants running with the land, he also declined to be bound by the technical requirement of privity of contract. The obligations attaching to the original assignees did not run with the patent as covenants run with the land, nor was there any privity between the assignor and the ultimate assignees which would enable the former under ordinary circumstances to sue the latter on the contract. It was, however, the intention of the plaintiff and of A. & B.—so JESSEL, M.R., held—that the owners of the patent for the time being should account for profits and pay the percentage until a sale, and the obligation, he held, attached upon any assignee taking with notice. "I think," he said, "it is tolerably plain that the parties intended certain liabilities to attach to the patent itself." And after stating the arrangement, he continued: "Now if that is so, if the people, owners for the time being of the patent, are to work it, and are to pay 5 per cent. to the plaintiff out of the profits, then, whether we treat it as a partnership, or whether we treat it as a charge on the patent, or whether we treat it as a royalty, it is quite plain that nobody could take the patent with notice of that arrangement, and say, 'We will keep all the profits and will not be liable to account. . . . It is a part of the bargain that the patent shall be worked in a particular way and the profits be disposed of in a particular way, and no one taking with notice of that bargain can avoid the liability.'"

LINDLEY, L.J., in his judgment, similarly put aside as inapplicable the cases relating to covenants running with the land, but he pointed out that the stipulation of the original assignment extended to assigns, and he held that assigns could be sued. "The agreement," he said, "provides for assigns working the patent, for assigns accounting to the plaintiff for the profits of the patent, for the plaintiff seeing the books of the assigns, and it seems to me to be going a great deal too far to say that the plaintiff cannot sue the company as an assign under the provisions of the deed." Practically he regarded the patent as being charged with the percentage of profits: "The case seems to me almost the same as the common case of persons on a dissolution of partnership assigning the assets charged with the payment of an annuity to the outgoing partner. In that case a purchaser of the assets with notice must take subject to the annuity."

But though the arrangement in question came very near to creating a charge on the patent of the 5 per cent. of profits, it may be doubted whether such a charge was in fact created. A covenant to make certain payments out of property does not, without more, make the payments a charge on the property. It would seem that the case really depended upon a novel doctrine introduced by JESSEL, M.R. The legal doctrine of covenants running with the land, which is subject to inconvenient restrictions, has been supplemented by the equitable doctrine that covenants may run with the land on the ground of notice, but this is subject to the qualification that such covenants must be restrictive. A covenant against building, for instance, can be enforced against purchasers with notice, but with a positive covenant, such as a covenant to spend money on repairs, it is different, and a covenant of this nature cannot be enforced against a purchaser with notice. Nor can it be enforced, save as between lessor and lessee, as being a covenant running with the land at law. It is just this restriction that JESSEL, M.R., seems to have disregarded in applying to patents the doctrine of notice. Where, on an assignment of a patent, stipulations are entered into which are meant to be binding on the owners of the patent for

the time being, these are binding on assignees who take with notice, and none the less that they bind the owners to the performance of positive acts, such as the rendering of accounts, or the payment of a share of profits. The doctrine is obviously just, and it is the doctrine which a judge like Sir GEORGE JESSEL might be expected to apply to a new class of property, if he did not feel bound by the analogy of the rules relating to land. In short, the doctrine of covenants running with land at law does not apply by analogy to patents, nor does the equitable doctrine of covenants running with the land on the ground of notice, confined as it is to restrictive covenants. The latter doctrine, however, is applied in a broader form, and, if the original contracting parties have made stipulations, whether positive or negative, which are meant to bind subsequent assignees, then the intention will be effectuated and assigns taking with notice will be bound.

It is necessary now to turn to *Bagot Pneumatic Tyre Co. v. Clipper Pneumatic Tyre Co.* (*supra*), and see why KEKEWICH, J., declined to apply this doctrine in that case. On the 3rd of March, 1897, an agreement was made between the Bagot Co. and PHELPS, under which the Bagot Co. agreed to grant to PHELPS, or to a company which he proposed to form, an exclusive licence for the use of certain patents in consideration of certain annual payments to be made by the intended company to the Bagot Co. On the 4th of March the licence was granted to PHELPS, and it was expressed to be made in consideration of the previous agreement and of the payment therein agreed to be made by the licensee to the licensors. On the 5th of March an agreement was made between PHELPS and a trustee for the intended company, by which PHELPS agreed to sell to the trustee the agreement and exclusive licence. The intended company—which was the Clipper Co.—was registered on the 8th of March, and subsequently the agreement between PHELPS and the trustee was adopted by an agreement made between PHELPS, the trustee, and the Clipper Co. The licence, though used by the Clipper Co., was never actually assigned to them by PHELPS. They at first, however, recognized that they were liable to the Bagot Co. to make the payments attached to the licence by the agreement of the 3rd of March, and rendered balance-sheets to the Bagot Co. on this supposition. Subsequently they took a different view of their legal position, and the Bagot Co. brought the action to enforce the agreement.

In this case, as in *Werdermann's case* (*supra*), it is clear that there was no privity of contract between the two companies, and the real question, as in that case, was whether the payments stipulated for were so attached to the patent as to be binding upon successive holders. In answering this, KEKEWICH, J., arrived at a conclusion different from that in the earlier case. He admitted that if, as in *Werdermann's case*, the parties have intended that certain liabilities shall attach to the patent itself, then the result in that case would follow. "Once you get to that," he said, referring to the attaching of liabilities to the patent, "there is no further question about personal liability. The question [*i.e.*, the question in *Werdermann's case*] was not whether the defendants had entered into a contract to pay, but whether they had taken property to which the liability was attached. If they had, they were bound to perform that as a condition of holding the patent." In the present case, on the other hand, KEKEWICH, J., held that the payments depended only upon the covenant by PHELPS, and were not attached to the licence itself as a condition of enjoying it. He regarded the licence as though it had been granted to PHELPS in consideration of his having entered into a covenant to make certain payments. The covenant, he said, was the consideration, and the covenant must be sued on as a personal liability and not otherwise.

It may be pointed out, however, with deference to the learned judge, that in all such cases it is the covenant which is the consideration, and it is the covenant which must be sued upon as a personal liability. The question is, who is the person to be sued? Is it only the original covenantor, or is it also any subsequent owner who has come under personal liability by reason of his taking the patent or licence with notice? It is true that in the present case the agreement and the licence did not use the word "assigns" like the assignment in *Werdermann's case*, but the agreement shewed clearly that it was the intended company

which was to make the payments, and the agreement was incorporated by reference in the licence. The judgment, it is to be noticed, does not go upon the ground that the licence had not been actually assigned to the Clipper Co. In the result it seems clear that the decision turned really upon the construction of the licence. The payments stipulated for were personal to the licensee, and were not intended to be binding on his assigns. This is a matter, however, which in settling such documents the draftsman can easily make clear, and the present decision does not in any way impair the important principle established in *Werdermann's case*. If it is the intention of the original contracting parties that payments shall be incidental to the holding or enjoyment of the patent, then each successive assignee of the patent or of the licence for using the patent, if he has notice, comes personally under the obligation to make the payments.

REVIEWS.

REPRINTED REPORTS.

THE ENGLISH REPORTS. VOLS. I.-IV., HOUSE OF LORDS; CONTAINING SHOWER, COLLES, BROWN, DOW, BLIGH, AND BLIGH N. S. VOLS. 1-3. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

This great undertaking, which proposes to consolidate into a single series of about 150 volumes the contents of about 1,000 volumes of reports, deserves warm support and commendation. We have here four of the eleven volumes which are intended to embody the House of Lords' reports down to 1866, and we have practically nothing but praise for the manner in which the work has been executed. Not only are the volumes singularly attractive in appearance and excellent in type, but every precaution has been taken to render them quotable and easy of reference. The reports are printed in chronological order, commencing with Shower and Colles', and extending down to Bligh; every case is given and is reprinted *verbatim*, with the paging in the original reports carefully indicated between brackets in the text. Hence a case referred to in any treatise or subsequent law report or digest can be found at once.

Moreover, notes have been inserted above the head-note to each case which has been subsequently judicially considered, giving references to *Mew's Digest* and to the decisions in which the case has been considered, followed, or distinguished; also to any subsequent legislation affecting the decision. Thus, to take the case of *Cholmondeley v. Clinton* (4 Bligh 1), which, with three other short cases, occupy the whole 141 pages of the 4th volume of Bligh, but are comprised in fifty-two pages of the present reports, we find, first of all, a reference to headings in three volumes of *Mew's Digest*; then a statement of the reports of the case in the courts below in *Merivale* and *Jac. & W.*, and then a reference to *Pearce v. Morris* (L. R. 5 Ch. 227, at p. 230); *Warner v. Jacob* (20 Ch. D. 220, at p. 221); *Farrar v. Farrar's (Limited)* (40 Ch. D. 395, at pp. 410, 411), and *Soar v. Ashwell* (1893, 2 Q. B. 390, at p. 397). The references to the case in the Law Reports cited are to the report in the court below contained in 2 *Jac. & W.* 184; but the citation of these subsequent references to the doctrine involved in the case shews the industry of the editor. The citation of cases is not confined to English reports, but appears to extend to Scotch law reports: see *Ker v. Wauchope* (vol. 4, p. 1).

There is only one small matter of criticism which occurs to us, and that is that the head-notes, being given in the same type as the rest of the report, are not always clearly distinguishable. Where they are short, the indentation serves to mark them off from the report, but where they are lengthy and have numerous paragraphs, it is not always quite easy to see where the head-note ends and the report commences. This, however, is a very small matter.

A list of the contemporary chief judges of the superior courts of England, Scotland, and Ireland is prefixed to each volume, and a table of the cases reported is given at the end of each volume, under the names of both appellants and respondents, and with references to the pages both of the original reports and of the present reports. These "English Reports" will furnish the practitioner's library with a complete series of reports from 1694 down to 1866, attractive in form, and which, it is stated, when complete, will not occupy so much room on the shelves as the volumes of the Law Reports from 1865.

BOOKS RECEIVED.

The English Reports. Vols. II., III., IV. House of Lords. Containing Brown, Vols. 4 to 6; Brown, Vols. 7 and 8, and Dow, Vols. 1 to 6; Bligh, Vols. 1 to 6, and Bligh N. S., Vols. 1 to 3. Stevens & Sons (Limited).

The Law of Landlord and Tenant, including the Practice in Eject-

ment, with an Appendix containing the Agricultural Holdings Acts and the Orders and Rules thereunder annotated. By JOSEPH HAWORTH REDMAN, Barrister-at-Law. Fifth Edition. Stevens & Sons (Limited); Reeves & Turner. Price 25s.

CASES OF THE WEEK.

Court of Appeal.

SADGROVE v. HOLE. No. 1. 8th March.

LIBEL—PRIVILEGE—STATEMENT ON POSTCARD.

This was an appeal by the defendant in a libel action from the judgment of Ridley, J., sitting with a common jury. The defendant was the owner of certain houses in connection with which he wished to have certain building work done. He therefore instructed an architect, named Webb, to draw a specification and take out the quantities for such work. The specification was then sent to seven different builders, inviting them to submit tenders for the work. After sending these the defendant discovered that mistakes had been made in taking out the quantities, and he immediately communicated with two of the builders by means of postcards, on one of which he wrote, "Quantities sent to you this morning by architect are entirely wrong," and on the other, "There are great errors in quantities posted to you this morning." The plaintiff, who was a clerk in the employ of Webb, the architect, and who took out the quantities and was responsible for their correctness, complained that these postcards were libellous, and reflected on him in his business capacity as a quantities clerk. He therefore brought an action to recover damages. For the defence it was contended that the postcards were not libellous, and that if they were, they were written on a privileged occasion. The learned judge in the court below held, however, that the publication was not privileged, and the jury awarded the plaintiff £5. The defendant now appealed on the following grounds—firstly, that the postcards did not contain defamatory matter; secondly, that the publication was privileged, and there was no evidence of malice; thirdly, that there was misdirection.

THE COURT (A. L. SMITH, M.R., and COLLINS and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, M.R., in giving judgment, said that the question was whether the words on the postcards constituted a libel. In his opinion they were written on a privileged occasion. It was suggested that the privilege was destroyed because the words complained of were written on a postcard and not on paper enclosed in an envelope. But for the action to succeed it was necessary to shew that the defendant had published a libel of and concerning the plaintiff. This had not been done in the present case. There was no evidence that if anyone had seen the postcards before they reached the builders such person would have known that they referred to the plaintiff. The cards did not mention the plaintiff by name. Therefore there was no evidence of the publication of the libel until the cards reached the builders, when the occasion of privilege arose. There was no evidence of express malice so as to take the case out of the privilege. The mere fact that the words complained of were written on postcards was no evidence of malice. Judgment ought, therefore, to be entered for the defendant.

COLLINS, L.J., in giving judgment to the same effect, said that, the defendant having undoubtedly a right to communicate the matter to the builders, the occasion as between those parties was privileged. The postcards were not *prima facie* a publication about the plaintiff at all. They were written in terms which conveyed no meaning whatever with regard to the plaintiff except to the persons to whom they were addressed. The plaintiff had therefore failed to prove that the defendant had published a libel of and concerning him, the plaintiff, except so far as the publication was to the builders, and that publication was on a privileged occasion. The mere fact of writing the message on a postcard was no evidence of express malice so as to do away with the privilege.

ROMER, L.J., concurred. Judgment for defendant.—COUNSEL, *Firminger*; *Kemp*, K.C., and *J. C. Earle*. SOLICITORS, *J. E. S. King*; *Woodbridge & Sons*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Re A DEBTOR. *Ex parte* THE DEBTOR. No. 2. 8th March.

BANKRUPTCY—PETITION—LUNATIC—ENGLISH COMMITTEE—SCOTCH CURATOR BONIS—LEAVE TO APPEAR—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 148.

This was an appeal from a decision of Mr. Registrar Gifford on the 19th of February last giving a *curator bonis* appointed in Scotland leave to appear on the hearing of a petition for a receiving order. It appeared that in the year 1898 the debtor, who was then upwards of seventy years of age, underwent an operation which caused physical incapacity, but the operation was in no way connected with any mental incapacity and the debtor was not at that time of unsound mind. Owing to the physical incapacity caused by the operation, a *curator bonis* was appointed in Scotland. In the year 1899, about eighteen months after the appointment of the *curator bonis*, the debtor was found to be of unsound mind and a committee of his estate was appointed by the English judges in Lunacy. An order was subsequently made in Lunacy giving to the committee leave to file a declaration of insolvency, and, if necessary, to present a petition in bankruptcy. The order appointing the *curator bonis* in Scotland had never been discharged. A petition for a receiving order was presented by a creditor, and on its coming on for hearing the learned registrar, on the application of the *curator bonis*, gave him leave to appear and oppose the petition, although the committee appeared and consented to a receiving

order being made. From this decision the petitioning creditor now appealed. It was contended on behalf of the appellants that the *curator bonis* did not, under the circumstances, come within section 148 of the Bankruptcy Act, 1883, and that, even if he did, he could not negative the action of the committee. On the other hand, it was argued that the petitioner's debt was not a good debt, and that the committee had never been authorized to consent to an adverse receiving order. The cases of *Ex parte Robinson* (22 Ch. D., p. 818) and *Re Artola, Ex parte Chale* (24 Q. B. D. 640, 647) were referred to.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.J.J.) allowed the appeal.

RIGBY, L.J., said the point was a very narrow one, as to the meaning of section 148 of the Bankruptcy Act, 1883, which provided that a lunatic may act by his committee or *curator bonis*. That, however, did not mean there was any choice in the matter. It only meant that a lunatic might act by his committee if one had been appointed in England or by a *curator bonis* where no committee had been so appointed. There was no authority for saying that a *curator bonis* appointed in Scotland could come here and claim to be heard in opposition to a bankruptcy petition and as to whether there was a true petitioning creditor. His lordship however wished it to be understood that they did not decide that the committee ought to consent to a receiving order without first obtaining leave. They only decided that the *curator bonis* had no *locus standi*.

VAUGHAN WILLIAMS, L.J., agreed, and said that the order made in Scotland shewed the reason why it was made, and that it was not made on the ground of lunacy. The only person entitled to represent the lunatic here was the committee. But any steps taken by the committee towards bankruptcy ought to be taken with the greatest caution and with express sanction in Lunacy. All that the court had sanctioned was a declaration of insolvency, and it was therefore improper for the committee to consent to a receiving order. The committee ought to apply for proper leave to consent, and in so doing ought to lay the facts as to the debt before the court.

STIRLING, L.J., agreed.—COUNSEL, Carrington; Balfour; Muir Mackenzie. SOLICITORS, Kilbey & Son; Edmund Kimber; Hepburn, Son, & Cutcliffe.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

COLLINGHAM v. SLOPER. No. 2. 27th Feb.

PRACTICE—COMPROMISE—POWER TO BIND ABSENT PARTIES—R. S. C. XVI. 9A.

This action was brought by holders of the mortgage bonds or obligations issued by a Spanish railway company, on behalf of themselves and all other holders, against the London commissioners of the company, the company, and some other defendants, to enforce the performance of the trusts under which the moneys subscribed in respect of the obligations were held by the commissioners. A second action was brought with a similar object by other holders of the obligations; and a third action was brought by the plaintiffs in the second action, claiming a declaration that the objects for which the moneys had been subscribed were no longer capable of being performed. The obligations were for the sum of £20 each, and were payable to bearer. On the 9th of August, 1894, the Court of Appeal, under ord. 16, r. 9a, sanctioned a scheme for the compromise of these three actions, and, being of opinion that the scheme would be for the benefit of all the holders of the obligations who were not parties to the proceedings, ordered that it should be carried into effect, so as to be binding on all the holders of obligations, other than three dissentients named in the order, whose claims were to be provided for by the commissioners setting aside £600 out of the moneys in their hands. All further proceedings in the actions were to be stayed. By the scheme it was provided that out of the funds in the hands of the commissioners there should be set aside for distribution in respect of all obligations then outstanding, "when and as soon as the holders thereof shall be duly ascertained within fourteen days after presentation of the same for payment, upon such obligations being delivered up to be cancelled," a sum sufficient to pay £2 10s. in respect of each such obligation. Most of the holders had surrendered their obligations on these terms, and there now remained only 1,700 obligations outstanding. Every effort had been made to find the holders of these obligations, but without success. There was in court funds more than sufficient to pay £2 10s. in respect of each obligation still outstanding. The company now applied by original motion in the three actions, that a period of three months, or such other time as the court might think fit, might be limited, within which the holder of the obligations must come in under the scheme and accept the £2 10s. per obligation, and that the holders who should not come in within the time limited should be deemed to have elected not to take the benefit of the scheme, but to rely on the charge on the railway works created by the obligations, and that such holders might be excluded from the benefit of the scheme and of the order sanctioning it.

THE COURT (RIGBY and STIRLING, L.J.J., VAUGHAN WILLIAMS, L.J., dissenting) refused the application.

RIGBY, L.J.—The court has, by virtue of rule 9a of order 16, the extraordinary power of binding by the terms of a compromise absent persons who have had no opportunity of seeing the terms, and may know nothing about them. This is a useful power, and will be exercised only in a case where the majority of the persons interested are of opinion that the exercise of it will be beneficial. Here the scheme provided for the distribution of the fund as soon as the holders of the obligations should be duly ascertained. The holders of 1,700 obligations have not been ascertained. What right has anyone to get rid of the condition, and to set the fund free before the holders have been ascertained? It may be that a holder who has been ascertained and has notice of his rights under the scheme could be called on to deliver up his obligation within a reasonable

time. But how can any such reasonable time be fixed in the case of a holder who has not been ascertained and who is unknown? What equity has the defaulting railway company to say that the money shall not remain tied up? There will be no injustice in leaving the money where it is.

VAUGHAN WILLIAMS, L.J., differed. His lordship thought that the absent holders were bound by the compromise just as much as the present. The law would imply a reasonable time for fulfilment in this contract as in every contract in which time was not mentioned. If a man did not act on an order within a reasonable time the law would presume that he did not intend to act on it at all.

STIRLING, L.J., agreed with Rigby, L.J.—COUNSEL, Upjohn, K.C., and Martelli; Butcher, K.C., and Peterson. SOLICITORS, Francis & Johnson; Huxam & Rawlinson.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re JOHANNESBURG MINING AND GENERAL SYNDICATE (LIM).

Cozens-Hardy, J. 20th Feb.

COMPANY—NAME STRUCK OFF REGISTER—RESTORATION PETITION—WINDING UP—TERMS OF ORDER—PRACTICE AS TO RETURNS REQUIRED—COMPANIES ACT, 1880 (43 VICT. c. 19), s. 7—COMPANIES (WINDING UP) ACT, 1890 (53 & 54 VICT. c. 63), ss. 1, 2—COMPANIES ACT, 1900 (63 & 64 VICT. c. 48), s. 26.

Petition by the company for the restoration of its name to the register under section 7, sub-section 5, of the Companies Act, 1880. The company was registered as a limited company in 1895. A commission of £500, which it earned in 1896, was not received previous to its liquidation. Its office was closed and no further business was done by it, and in March, 1900, a compulsory winding-up order was made against it. A liquidator was appointed who got in a portion of the commission, which, after certain deductions, was distributable among the creditors of the company. In July, 1899, the Registrar of Joint Stock Companies had struck the name of the company off the register under section 7, sub-sections 1-4, of the Companies Act, 1880, because no answer had been received to notices sent by him to the company in compliance with the section, and he had published a notice of the striking off in the *London Gazette*. The liquidator, in 1901, now presented a petition intitled: "In the High Court of Justice, Chancery Division, Mr. Justice Wright, in the matter of the Companies Acts, 1862-1880, and in the matter of" the company, and asking that the name might be restored to the register, and that the registrar might be directed to advertise in the *London Gazette* the order of the court to be made on the petition. Section 7, sub-section 5, of the Companies Act, 1880, provides that the court may restore the name of a company in cases where (*inter alia*) it is satisfied "that the company was at the time of the striking off carrying on business, or in operation, and that it is just so to do." The petition came for hearing before Cozens-Hardy, J., sitting for Wright, J. Counsel for the petitioner asked for leave to amend by adding the name of the company as petitioner, but it was pointed out on behalf of the Registrar of Joint Stock Companies that as the petition had been marked with the name of the judge exercising jurisdiction in winding up, the petition ought to be intitled at any rate in the matter of the Companies (Winding-up) Act, 1890, and as the Act of 1880 had been amended by the Companies Act, 1900, section 26, sub-section 2, of which provides (*inter alia*) that "in sub-section five of . . . section seven (of the Companies Act, 1880) . . . after the word 'operation,' the words 'or otherwise' shall be substituted for the word 'and,'" it would be better to intitle the petition "in the matter of the Companies Acts, 1862-1900." As the company was being wound up, it was stated that it was not the practice to require the returns which ought to have been sent in previously to the winding up, to be made to the registrar: see Palmer's Company Precedents (8th ed.), vol. 2, p. 648, form 695.

COZENS-HARDY, J., made the order as required.—COUNSEL, E. W. Martelli; R. J. Parker. SOLICITORS, J. W. Brown; Solicitor to the Board of Trade.

[Reported by A. GYNN-JONES, Barrister-at-Law.]

Re TEDE & BISHOP (LIM.). Cozens-Hardy, J. 20th Feb.

COMPANY—VOLUNTARY WINDING UP—RESOLUTION DIFFERENT FROM THE TERMS OF THE NOTICE—INVALIDITY—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 161.

This was a creditor's petition asking for a compulsory winding-up order against the company. The directors of the company gave notice to the shareholders that an extraordinary general meeting of the company would be held to consider, and if thought fit, to pass the following resolutions, viz: (1) That a reconstruction of the company was desirable, and that the company be therefore wound up voluntarily, and that a liquidator be appointed for the purpose of such winding up whose remuneration should be fixed at the sum of £105. (2) That the said liquidator should be and was hereby authorized to consent to the registration of a new company to be named Teede & Bishop (1901) (Limited), with memorandum and articles of association already prepared with the privity and approval of the directors of this company. (3) That the said liquidator be, and hereby was authorized, pursuant to section 161 of the Companies Act, 1862, to enter into an agreement with such new company when incorporated, in the terms of an approved draft agreement submitted to this meeting, and expressed to be made between the above-named company and the said liquidator of the one part, and Teede & Bishop (1901) (Limited), of the other part, and to carry the same into effect with such, if any, modifications as they should think expedient. The notice also

stated that, if these resolutions were passed, an extraordinary general meeting would be held to confirm the resolutions. A circular, signed by the chairman of the company, was sent out with the notice, explaining the reasons why the meeting was being called, and inviting proxies in case any of the members should not be able to be present. When the meeting took place, the only resolution, passed by the requisite majority, was simply for the voluntary winding up of the company and the appointment of a liquidator, and this resolution was duly confirmed at a subsequent extraordinary general meeting. The question for decision was whether the resolution passed at this meeting was effectual for the voluntary winding up of the company.

COZENS-HARDY, J., held, that this resolution was not in accordance with the terms of the notice; it was not a winding up within section 161 of the Companies Act, 1862, and such an absent shareholder would be entitled to oppose. There had been no valid resolution passed for a voluntary winding up, and a compulsory order must therefore be made.—COUNSEL, *Bramwell Davis, K.C.*, and *Bateson; Eve, K.C.*, *Christopher James, and Carrington; Everett, K.C.*, and *Stewart Smith. SOLICITORS, A. G. Berry; Stibbard, Gibson, & Co.; Carter & Bell; J. V. Musgrave.*

[Reported by A. GLENN-JONES, Barrister-at-Law.]

ROSEH v. YOUNG. Farwell, J. 12th March.

TRADE NAME OR STYLE—GOODWILL—PARTNERSHIP—ASSIGNMENT—CONCURRENT USER—CONFUSION—DAMAGE—INJUNCTION REFUSED.

Witness action. The plaintiff Frederick Howard Roseh claimed an injunction to restrain the defendant D. W. Young from trading as a lime, cement, brick and general builders' merchant under the name of "F. Roseh & Co.," or, in the alternative, an injunction to restrain him from using the said name so as to cause confusion in the minds of customers of the plaintiff and railway companies and others between the business carried on by the defendant and those carried on by the plaintiff, or so as to expose the plaintiff to any liability or damages in respect of his businesses. For many years before 1897 the family of the plaintiff had carried on in London and elsewhere under the name of "Roseh" in different forms the lime, &c., business as mentioned above and also the business of horticultural builders' merchants. For thirty years the head office had been at the Old Jamaica Wharf, Blackfriars, S.E., and amongst the branch depots was one at 297, Kingsland-road, N., where the plaintiff had for some time been carrying on the business alone under the title of "F. Roseh & Co." On the 12th of May, 1897, the plaintiff entered into partnership with Stephen Ellis and H. C. Cooley, when it was agreed that the parties should carry on the lime, &c., business until the 31st of March, 1907, unless previously determined, at 297, Kingsland-road, that the style of partnership should be "F. Roseh & Co.," and that the share of the plaintiff should be satisfied by the assignment to the partnership of the lease of the premises and the goodwill of the business attaching thereto. By an agreement of the 17th of August, 1899, the partnership, as far as the plaintiff was concerned, was dissolved, and it was provided by clause 3 that his share and interest in the assets and goodwill of the partnership should be assigned to Ellis & Cooley, and by clause 5 that he should not for twenty-one years carry on a similar business at or within half a mile of 297, Kingsland-road, and that he should not trade, either directly or indirectly, under the style of "F. Roseh & Co.," so long as Ellis and Cooley should continue to trade under that name, but that he should be at liberty to trade under any other style, though similar. By an indenture of the 16th of November, 1899, the plaintiff assigned to Ellis and Cooley all his share and interest in the assets, business, and goodwill absolutely. Since August, 1899, he had continuously carried on the lime, &c., business at the Old Jamaica Wharf as "F. H. Roseh & Co.," and the business of an horticultural builders' merchant as "F. Roseh & Co." Ellis and Cooley conducted the business at Kingsland-road until the 30th of May, 1900, when, in pursuance of a contract for the sale of the lease and goodwill of the business, they assigned the lease of the premises to the defendant Young. The defendant now alleged that the parties executed this assignment in the belief that the goodwill of the business was included in it. In October, 1900, the plaintiff, having discovered that the defendant was using the name of "F. Roseh & Co.," threatened proceedings, on the ground that he had no right to use that title for his business. By an indenture of the 4th of December, 1900, the goodwill of the business formerly carried on by them at 297, Kingsland-road was formally assigned to the defendant by Ellis and Cooley. The plaintiff called witnesses to shew confusion and consequent loss, and contended that on the proper construction of the agreement of the 17th of August, 1899, Ellis and Cooley were not entitled to dispose of the right to the name "F. Roseh & Co." on giving up the business; further, that the defendant's user of that name would expose the plaintiff to liability. *Thynne v. Shove* (38 W. R. 867, 45 Ch. D. 577), *Chappel v. Griffiths* (53 L. T. Rep. 459), *Chatteris v. Isaacson* (57 L. T. 177), *Loy v. Walker* (27 W. R. 370, 10 Ch. D. 436), and *Burchell v. Wilde* (1900, 1 Ch. 551); *Townend v. Townend* (7 W. R. 529, 1 Giff. 201) also referred to. Counsel for the defendant were not called upon.

FARWELL, J., said that clause 3 of the dissolution agreement of August, 1899, provided simply for the assignment of the goodwill, which included the right to the name, but clause 5 included certain modifications, and provided that Ellis and Cooley should be definitely entitled to the use of the name "F. Roseh & Co.," while the assignor was given the right to use that title as soon as Ellis and Cooley should cease to trade under it. This meant that on that event the title should belong equally to the assignor, the present plaintiff, and to the persons (if any) purchasing the goodwill of the business of the assignees. That disposed of the contention that the defendant was not entitled to use the name. But the plaintiff, in the alternative, contended that even if the

defendant had a right to use the name "F. Roseh & Co.," he had no right to use it in such a way as to cause confusion and delay and consequent loss or damage to the plaintiff. No case had been cited by counsel which went anything like so far as the court was now asked to go. *Chatteris v. Isaacson* (*ubi supra*), perhaps, came nearest to that contention, but still it was a long way off. In accordance with what the courts had always held, the only proper ground of complaint would have been that what the defendant was doing amounted to a holding out that the plaintiff was his partner in business, so as to involve him in liability, and no attempt had been made to make out such a case. [His lordship cited with approval a passage from the judgment of Lindley, L.J., in *Burchell v. Wilde* (*ubi supra*, at p. 563).] It was obvious that if two men were trading under the same name, in different parts, at the same time some inconvenience might arise, and in the present case diverse inconveniences arising from confusion and delay had been alleged, but these did not create any liability in law. There might have been some loss to the plaintiff, but that gave no ground for action. The plaintiff had assigned the right to use the name, and the defendant was using it legitimately. The action failed and would be dismissed with costs.—COUNSEL, *J. G. Butcher, K.C.*, and *D. Pollock; W. H. Upjohn, K.C.*, and *W. A. Jolly. SOLICITORS, H. Clarkson & Son; Brighton & Lemon.*

[Reported by W. H. DRAFER, Barrister-at-Law.]

Re THE GREY'S COURT ESTATE AND THE SETTLED LAND ACTS, 1882 to 1890. Farwell, J. 7th March.

SETTLED LAND—IMPROVEMENTS—APPROVAL OF SCHEME—APPLICATION OF CAPITAL MONIES—INFANCY OF TENANT IN TAIL MALE IN POSSESSION—POWER OF TRUSTEES BOTH TO PREPARE AND APPROVE THE SCHEME—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 26 (1), 26 (2) (iii), 60.

Certain improvements on settled land being necessary and the tenant in tail male in possession being an infant, the trustees of the settlement for the purposes of the Settled Land Acts, 1882 to 1890, acting on behalf of the infant under section 60 of the Settled Land Act, 1882, prepared a scheme of improvements under section 26 (1) and on their own behalf as trustees approved the same. The infant now applied by his next friend on an originating summons under section 26 (2) (iii.) for an order directing the trustees to apply a sum not exceeding £320 out of capital moneys in their hands in payment for the works when completed. It was shewn on the evidence that the proposed improvements were necessary; further, the trustees desired to have the opinion of the court to guide them in future cases which might arise on the estate, which was a large one, and during the infancy, which would be a long one.

FARWELL, J., made the order asked for, and at the request of the parties intimated his opinion that the trustees had power to prepare and approve their own schemes during the minority.—COUNSEL, *C. Gurdin; T. Douglas. SOLICITORS, Berkeley-Calcott, Holloway, & Blount, for Cooper & Son, Henley-on-Thames.*

[Reported by W. H. DRAFER, Barrister-at-Law.]

Re MORRISON. MORRISON v. MORRISON. Buckley, J. 5th March.

TRUSTEES—SALE AND CONVERSION—POWER TO CONTINUE INVESTMENTS—SHARE IN PARTNERSHIP—CONVERSION INTO LIMITED COMPANY—UNAUTHORIZED INVESTMENT.

The testator in this case was a partner in an iron foundry business, and this was a summons asking for the sanction of the court to an agreement by his trustees to accept shares in a limited company into which it was proposed to turn the business, in exchange for the testator's interest. Mr. Morrison, the testator, died in February, 1900, and was entitled to a one-fourth share in the business. By his will he devised and bequeathed all his real and personal estate to the plaintiffs upon trust for sale and conversion, for payment of funeral and testamentary expenses and debts, and for investment of the residue of the proceeds. He directed his trustees to carry on his farming business, and gave them power to postpone the sale and conversion (except as to shares in unlimited companies), and to continue to hold his present investments as long as they thought fit; and in addition to the securities authorized by the Trustee Act, 1893, or any statutory modification thereof, the trustees had power to lay out the trust funds in the purchase of freehold and copyhold estates in England and Wales. There was no further power of investment. The iron foundry business was not mentioned in the will. The beneficiaries under the will were the widow and his six children, all of whom were infants. The surviving partners desired to turn the business into a limited company, and it was proposed that the company should take over the business in exchange for the issue of 40,000 fully paid-up shares of £1 each, and £20,000 worth of 25 per cent. debenture stock, that being the whole of that stock to be issued, and the company were to indemnify the vendors of the business against all debts and liabilities. The trustees of the testator were to have one-fourth of the shares and one-fourth of the stock in respect of their interest. The surviving partners and the trustees had entered into an agreement to above effect, subject to the approval of the court. This summons was taken out by the trustees against the widow and infants asking the court to approve of the agreement as beneficial for the infants, and to authorize the trustees to carry it out.

BUCKLEY, J.—The course proposed amounts in substance either to a sale of the property of the testator, and an investment of the proceeds in unauthorized securities, or to an exchange of his property for property which his trustees are not authorized to hold. The trustees have no power to adopt either of these courses, and the court also in administering the estate has no such power. There have, no doubt, been cases where the court has made orders of this kind. One was made by Sir George Jessel in the case of the estate of the late Sir Titus Salt, in 1881, a case of an

extraordinary nature. But I have been referred to no principle as laid down in those cases upon which the jurisdiction of the court was founded. They were all benevolent cases. Only two cases upon this question are reported. One is *The West of England Bank v. Murch* (31 W. R. 467, L. R. 23 Ch. D. 138). In that case Fry, J., treated the transaction as a compromise with creditors, and as coming under section 30 of Lord Cranworth's Act (23 & 24 Vict. c. 145). The other was *Re Crawshaw* (33 SOLICITORS' JOURNAL, 126, 60 L. T. 355) where the court was asked to sanction the business being turned into a limited company, and the acceptance of shares and debentures in the company in exchange for the shares of the testator in the business, and North, J., held that, even if the scheme was a beneficial one, he had no jurisdiction to sanction it. I feel myself in the same position. I have not heard the evidence as to the advantage of the proposed arrangement, but I do not think that, even if it is beneficial, there resides any jurisdiction in the court to sanction the trustees doing that which the will does not allow them to do. Application refused.—COUNSEL, *Inghen, K.C.*, and *Fischer Williams; H. C. Hawkins*. SOLICITORS, *Tarry, Sherlock, & King*, for *Trotter, Bruce, & Trotter*, Bishop Auckland.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—King's Bench Division.

In the Matter of AN ELECTION PETITION FOR THE BOROUGH OF GLOUCESTER. BLAND (Petitioner) AND BUCHANAN (Respondent). Div. Court. 12th March.

MUNICIPAL CORPORATION—ELECTION—MAYOR—EQUALITY OF VOTES—ORIGINAL AND CASTING VOTE OF RETIRING MAYOR—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. C. 50), ss. 42, 102.

There were originally three petitions under the Municipal Corporations Act, 1882, arising out of the municipal elections for the borough of Gloucester in November last. The first petition alleged that the election of William James Newth, oil and colour merchant, as a councillor, was null and void, on the ground that he was interested in a contract with the corporation at the time of his nomination. The two other petitions were against the election of the mayor, Abel Buchanan, and ten Conservative aldermen, on the ground that their election was due to the vote of Newth, who was disqualified from voting. The commissioner (Mr. H. R. Mansel Jones) who heard the petitions held that Newth had an interest in a contract with the corporation at the time of his nomination, and that, therefore, he was disqualified from being elected. He further held that the election of the mayor and aldermen was also void, on the ground that it was carried by the vote of Newth. Against the decision of the commissioner, Newth, the mayor, and the ten aldermen appealed, and last week, the court, after hearing the arguments, dismissed the appeal in the case of Newth, holding that he was interested in a contract with the corporation at the time of his nomination, and that, therefore, his election was void (see 45 SOLICITORS' JOURNAL, 327). The appeal of the mayor now came on for argument on the questions of law reserved by the commissioner. In support of the appeal it was said that at the election the mayor received sixteen votes to his opponent's fifteen. It was then pointed out Newth's vote might be bad and the outgoing mayor said he would give a casting vote for Mr. Buchanan. The first question for decision was whether the outgoing mayor had an original vote and a casting vote; the second was whether the vote of Newth on the election of the mayor was good notwithstanding that he had an interest in a contract with the corporation upon which he was subsequently disqualified. The appellant contended that Mr. Newth's vote was valid though his election was subsequently declared void. That was the effect of sections 42 and 102 of the Municipal Corporations Act, 1882, which rendered Newth's acts in respect of his municipal office valid, notwithstanding his election had been declared void. *Nell v. Longbottom* (38 SOLICITORS' JOURNAL, 300; 1894, 1 Q. B. 767) was wrong and ought to be reversed. For the respondent it was argued that the retiring mayor had no original vote, and that *Nell v. Longbottom*, an authority that had always been followed, absolutely concluded the matter. That, as Newth's vote was invalid, there was a majority of votes for the petitioner, and that, therefore, the petitioner, Bland, and not Buchanan, had been duly elected as mayor. If, however, their lordships were of opinion that the retiring mayor had an original vote then there was an equality of votes, but the casting vote of the outgoing mayor could not be taken into account. At the time the casting vote was given there was not an equality of votes, because sixteen persons had voted for Buchanan and fifteen for Bland, and the retiring mayor had no right to say that if a certain event happened which brought about an equality of votes he would give a second or casting vote in favour of one of the candidates. That being so, the office of mayor was vacant. As to the point that Newth's vote was valid, notwithstanding that he was subsequently disqualified by reason of having an interest in a contract with the corporation, he maintained that there was an authority which stated clearly that the contention put forward on behalf of Buchanan was wrong.

THE COURT (DARLING and CHANNELL, JJ.), in allowing the appeal, intimated that they thought *Nell v. Longbottom* had been rightly decided. In their opinion, Newth's vote at the election of the mayor was bad, and must be disallowed; with reference to the votes given by the retiring mayor, they held that that gentleman was entitled to an original vote and a casting vote. Therefore, Buchanan having been elected by a majority of one, judgment should be entered for him on the petition with costs. Leave to appeal granted.—COUNSEL, *H. Terrell, K.C.*, *Lewis Coward, K.C.*, and *Daily*; *Aquith, K.C.*, *Rugg, K.C.*, and *S. H. Day*. SOLICITORS, *Ayrton, Bues, & Bursley*; *C. T. Courtney Lewis*, for *W. Langley-Smith*, Gloucester.

[Reported by ESKINE REID, Barrister-at-Law.]

ELLEN v. GREAT NORTHERN RAILWAY CO. Bucknill, J. 9th March. CONTRACT—WRITTEN AGREEMENT—PERSONAL INJURIES—MONEY RECEIVED IN DISCHARGE OF CLAIM—SUBSEQUENT CLAIM FOR FURTHER DAMAGES.

The plaintiff, a postal sorter in the employ of the Postmaster-General, on the 16th of March, 1899, was a passenger on the defendants' line, being on duty at the time. A collision occurred near Babworth Crossing, Retford, and he sustained injuries which caused concussion of the brain and shock to the nervous system. He was examined by his own doctor and by doctors on behalf of the railway company, and it was admitted that he was not informed, and that the doctors at the time had themselves no idea, that he had sustained other injuries than those above mentioned, and that they were only temporary. In this belief he instructed his solicitor to accept from the Great Northern Railway Co. £190, and signed a document to the effect that it was "in full satisfaction and discharge of all claims, legal and medical charges included, in respect of injuries sustained by Mr. T. E. Ellen, near Babworth Crossing, Retford, on the 16th of March, 1899." He returned to his work, and after an interval found his eyesight was beginning to fail, and in February of last year he was dismissed from his employment. He was now totally blind and destitute. The action was brought to recover compensation in addition to the sum he had already received, and on his behalf it was contended that the document he signed was not an agreement or contract, but merely a receipt, and that he was entitled, when injuries which were not contemplated by either side developed themselves, to bring an action to recover from the defendants further damages. He had not originally brought an action, and therefore, it was said, he was not estopped in law from instituting the present proceedings and going before a jury in order that they might assess the damages which had not become apparent when the £190 was offered and accepted. The defendants pleaded there was an accord and satisfaction, and therefore the action was not maintainable. This point of law was directed to be tried before a judge alone, before the trial of the issues of fact.

BUCKNILL, J., said he was not going to shut the plaintiff out from having his case submitted to a jury. It was a question for the jury to say whether there had been a contract or whether the document he signed was merely a receipt. He accordingly gave an interlocutory judgment for the plaintiff, and sent the case for trial.—COUNSEL, *M'Call, K.C.*, and *Clarke Hall*; *Montagu Lush*. SOLICITORS, *Wareham & Wareham*; *R. H. Daise*.

[Reported by ESKINE REID, Barrister-at-Law.]

LAW SOCIETIES.

THE SELDEN SOCIETY.

The following is the annual report of this society for the year 1900:

1. The society still shows a slight increase in the number of its members, which has now risen to 290 for 1900, as compared with 284 in 1899.
2. Volume XIV. of the society's publications, for 1900, "Beverley Town Documents," edited by Mr. A. T. Leach, was published in November. The council regret that Volume XIII., for 1899, being "Select Pleas of the Forests," and edited by Mr. G. J. Turner, is still in arrears, but its early publication is expected. It will be distributed as soon as it is completed. Volume XV., for 1901, will be the first volume of "Select Proceedings in the Star Chamber," edited by Mr. I. S. Leadam. The preparation of this is well advanced, and it is believed that it will shortly be ready for press.
3. Provisional arrangements (subject to contingencies) have been made for the following publications in subsequent years:
 1902. "Select Jewish Plea Rolls." Edited by Mr. J. M. Rigg.
 1903. "Year Books of Edward II., Vol. I." Edited by Professor Maitland and Mr. Baildon.
 1904. "Star Chamber," Vol. II. Edited by Mr. I. S. Leadam.
 1905. "Year Books of Edward II., Vol. II." Edited by Professor Maitland and Mr. Baildon.
 1906. "Glanvill." Edited by Mr. I. S. Leadam.
4. The period of Lord Lindley's office as president has expired. The council have nominated in his place Lord Macnaghten, who has kindly consented to accept the office. The council desire to record their gratitude to Lord Lindley for his services, first as vice-president and then as president, during the last six years.
5. Under the rules the following members of the council retire by rotation, namely, Mr. Chadwyck Healey, K.C., Mr. Inderwick, K.C., Lord Justice Romer, Mr. Scargill Bird, Mr. Justice Willa. Lord Justice Romer and Mr. Scargill Bird desire to be excused from serving again. The council have nominated in their place Mr. Justice Joyce and Mr. Atlee, who have consented to serve. They have also renominated the other retiring members, who are willing to serve again. No nomination has been received under rule 7 (a).
6. The resignation of Mr. Lake created a casual vacancy in the council, which has been filled under rule 8 by the nomination of Mr. J. T. Atkinson, of Selby, hon. secretary of the Society of Notaries Public of England and Wales.
7. The council have had under consideration the question of supplying the past publications at a reduced price to public libraries and other institutions who desire, on becoming regular subscribers, to obtain a complete set of the works. Experience has shown that in such cases the desire for membership is hampered by the initial expense. They recommend that the following words be added to rule 12: "Provided that public libraries and other institutions approved by the council may, upon agreeing to become regular subscribers, be supplied with the

past publications down to the date of membership, at such reduced subscription as the council may from time to time determine."

8 An abstract of accounts, with the report of the auditors, is annexed.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. T. Musgrave Francis (Cambridge) in the chair. The other directors present being: Messrs. H. Morten Cotton, Grantham R. Dodd, J. Roger, B. Gregory, John Hollams, F. Rowley Parker, Richard Pennington, J.P., Sidney Smith, R. W. Tweedie, and J. T. Scott (secretary).

A sum of £330 was distributed in grants of relief, six new members were admitted to the association, and other general business transacted.

COMPANIES.

BRITISH LAW FIRE INSURANCE COMPANY.

ANNUAL MEETING.

The annual meeting of the British Law Fire Insurance Co. was held on Friday, the 8th inst., at Cannon-street Hotel, Mr. HENRY TURTON NORTON, the chairman, presiding.

The report stated that the net premium income was £61,007 2s., as compared with £60,945 14s. 1d. in the previous year, being an increase of £3,061 7s. 11d. The net losses, after adjusting those outstanding at the end of 1899, allowing for claims outstanding at the end of 1900, and deducting the amounts recoverable by reinsurance and indemnities, had amounted to £30,550 2s. 9d. The loss ratio for the year was 47·7 per cent. The accounts showed an available balance of £12,492 3s. 4d. The directors proposed to carry to reserve £4,000, thus bringing the reserve up to £11,000, to declare a dividend at the rate of 4 per cent. free of income tax for the year, and to carry forward £4,492 3s. 4d. During the year the vacancy on the board had been filled by the appointment of Mr. John Tryon, of the firm of Messrs. Saltwell, Tryon, & Saltwell.

Mr. H. FOSTER CUTLER, manager and secretary, having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, observed that, as he had said on previous occasions when there was nothing very remarkable to talk about, it had not been his practice to make a long speech. The company had had what he thought he might describe as a fairly satisfactory, normal, and moderate year, and calling for no particular comment in the way of self-congratulation or regret. The net premium income was £61,007 as compared with £60,945 in the preceding year, which was an increase of £3,061, an increase which was larger than the increases in recent years, because in the years 1896, 1897, and 1898 the board came to the conclusion that it would be desirable to diminish, or rather to weed out, a certain portion of the guarantee business which experience had shown was not quite satisfactory. That process, of course, led to the temporary diminution of the amount of the guarantee income, and that had to be deducted from the regular increase of the direct business. Consequently for the last year or two the company had not had so large an increase as was the case last year. The weeding-out process in respect to the guarantee business was now complete, and he was glad to say there was a slight increase upon the guarantee premiums received last year over the receipts of the year before. The net losses, after adjusting those outstanding at the end of 1899, allowing for claims outstanding at the end of 1900 and deducting the amounts recoverable by reinsurance and indemnities, amounted to £30,550 2s. 9d. The loss ratio for the year was 47·7 per cent. This was a shade higher than in the previous year, but still he thought must be considered as fairly satisfactory. The accounts showed an available balance of £12,492 3s. 4d., and the directors proposed to carry £4,000 to the reserve, bringing it to £11,000, to declare a dividend at the rate of 4 per cent. and to carry forward £4,492 3s. 4d. Then the vacancy on the board had been filled by the appointment of Mr. John Tryon, an addition to the board upon which he thought they might greatly congratulate themselves, and the company had transferred their West End branch to more suitable premises. He did not think there was anything particular to call to the attention of the meeting excepting that the expenditure in this year was practically the same as in the year before, which he thought was satisfactory. They had always known, and it had always been stated at the different meetings by Sir Henry Parker before him and by himself since, that the company deliberately started from the first with an expenditure on local boards and establishments, which the shareholders have known with us represented a large scale of expenditure, and that the proportion of expenditure to income would, we hoped and expected, diminish year by year and by degrees. All that had been borne out by the facts, and they would see, he hoped and believed, year by year a larger margin over our working expenses. With regard to the balance-sheet we have set out investments at cost price. The board did not deal in their investments. They simply put the money there. They were all gilt-edged securities and it would be as irregular to take advantage of the temporary rise in price to increase the profit and loss account as it would be to write them down when there was a slight drop for temporary reasons and so diminish the account. As a matter of fact the securities were worth at the end of the year what they cost, less about 3 per cent. By this time, I should think, there had been a rise and they had probably recovered a great amount of that. It depended upon such matters as the Boer War, tightness of money, and so on, but generally they retained about the same value from one year's end to another. Amongst the assets there was an item of £11,361 7s. 1d. due and in course of collection from agents

and other companies, &c., and as the report stated of this over £10,000 had since been collected. He found on looking back at the previous report that he had explained this matter better the year before last than at the last meeting. This item of £11,000 is a balance, because the company owed moneys to other companies and they owed to the British Law Fire, and it was therefore a balance item. The actual amount outstanding to-day in the hands of agents was £2,000. But the company's agents were never behind three months to any appreciable amount. The only other item he had given to the meetings on previous occasions which he thought might be of interest was the average rate of the company's premium. The average rate of premium on direct and guarantee business together was under 2s. 6½ per cent. He thought that was satisfactory. On previous occasions he had had to tell them that the average rate was 2s. 8d. The difference of that fraction over 2d. was the result of the revision of the guarantee business. At least, he thought that was the principal item.

Mr. HOLROYD CHAPLIN seconded the motion, and it was carried unanimously.

On the motion of the CHAIRMAN, seconded by Mr. JOHN COLES, a dividend at the rate of 4 per cent., free of income tax, was declared.

Mr. MATTHEWS moved, and Mr. EARNSHAW seconded, the election of the retiring directors, Messrs. Holroyd Chaplin, Robert Cunliffe, Edward G. Gibson, James Hooker, M. F. Monier-Williams, and John Tryon, and it was agreed to.

Mr. COLLINS moved the re-election of the auditors, Messrs. Turquand, Youngs, & Co., and that their remuneration be 200 guineas. He said the satisfaction felt by the proprietors of the company was best evidenced by the paucity of attendance on the part of the shareholders. He had attended these meetings for some years, and it was the smallest gathering he remembered to have seen. They felt that the directors and their able manager were going on very cautiously in the building up of the business, and a wise decision had been come to in limiting the dividend to 4 per cent. The great thing was to see a good reserve, and he was thankful to notice a desire on the part of the board to have the reserve built up step by step, and until there was an income of £100,000 a year he ventured to hope the directors would determine to keep to 4 per cent. It would pay best in the long run.

Mr. TAYLOR seconded the motion, and it was agreed to.

The CHAIRMAN observed that whilst he was one of the strongest supporters of the principle of not exceeding 4 per cent., it must not be taken that the board committed themselves not to divide more until the income had reached £100,000.

Mr. COLES moved a vote of thanks to the chairman, the directors, and the manager for the way in which the affairs of the company had been conducted. He fully believed that the company would in time become one of the leading fire companies of the City of London. They were building up not only a business but a goodwill primarily on account of the business they were doing. There was no new fire company which had been established during the last twenty-five years which had done even a tenth part as well as the British Law Fire. Fire companies had broken up in all directions on account of the fierce competition. It was extremely creditable to the company that it could hold its own and was going on as it was doing.

Mr. COLLINS seconded the motion, which was agreed to, and the CHAIRMAN and Mr. CUTLER briefly returned thanks.

ALLIANCE ASSURANCE COMPANY.

ANNUAL COURT.

The annual general court of the Alliance Assurance Co. was held on Wednesday, at the head office, Bartholomew-lane, Lord ROTHSCHILD (the chairman) presiding.

The report stated that the number of policies issued in regard to the life account during the year was 1,505, covering a gross sum of £778,947 and a net sum of £742,047, on which the estimated annual premiums amounted to £36,297 and £34,637 respectively. The life assurance fund at the beginning of the year amounted to £3,081,205 18s. 5d., the premiums for the year being £349,242 7s. 6d.; the claims by death and under matured endowments and endowment assurances were £211,358 15s.; the surrenders and cash bonuses were £13,462 4s. 9d.; the commission, expenses of management, and bad debts (£5 10s. 8d.), £34,924; and the fund at the close of the year stood at £3,287,223 12s. 7d. The annuity fund at the beginning of the year was £279,908 13s. 3d.; the surplus on the account for the year being £21,461 5s. 4d., so that the fund at the close of the year stood at £301,369 18s. 7d. The fire insurance fund at the beginning of the year amounted to £829,377 8s. 3d.; the premiums received were £550,801 6s.; the losses by fire (£53 18s. 5d. per cent. of the premium income) amounted to £296,995 9s. 11d.; the commission and expenses of management, including bad debts (£156 6s.), being £34 18s. 10d. per cent. of the premium income, £192,461 13s. 4d.; and the fund at the close of the year stood at £341,068 16s. 6d. The leasehold and investment policies fund amounted to £138,005 9s. 4d., being an increase of £20,494 14s. 4d. over the amount at the close of 1899. The balance of the profit and loss account, after payment of the dividend of £100,000 in 1900, remained at £142,978 1s. 8d., which was carried forward to the new year. The company's funds at the close of the year were as follows: Paid-up capital, £550,000; life assurance fund, £3,287,223 12s. 7d.; annuity fund, £301,369 18s. 7d.; fire insurance fund, £341,068 16s. 6d.; leasehold and investment policies fund, £138,005 9s. 4d.; profit and loss account, £142,978 1s. 8d.; making a total of £5,260,645 18s. 8d., to which was to be added the reserve for outstanding claims, dividends, accrued commission and expenses, and bills payable, £90,174 1s. 2d., which made a grand total of £5,350,819 19s. 10d. The

directors had resolved to declare a dividend of 8s. per share on the paid-up capital, which would absorb £100,000. A moiety of the dividend would be payable on and after the 10th of April next, and the other moiety on and after the 10th of October next. After providing the dividend for the year there would remain on profit and loss account a sum of £42,978 1s. 8d. to be carried forward.

Mr. ROBERT LEWIS (general manager) having read the advertisement convening the meeting,

The CHAIRMAN said the Alliance had lost in the past year one of its oldest directors, Mr. Hoare, who had retired. His advice was always valuable to his brother directors, and he was sure he was only expressing the feelings of the directors and the shareholders when he asked the secretary to convey to his family how much they felt his loss. Referring to the business of the company, he said that the life business, as a matter of course, was satisfactory, because life business was carried on in accordance with tables which were carefully prepared. But he was sorry to say he could not say as much about the volume of the life business which had been transacted. However, if a smaller amount of life business had been transacted during the year, he believed that was the experience of all, or nearly all, life companies. It was difficult to explain why there should be a falling off in life business. The actuary and the officers attributed the reduction to the fact of the considerable increase brought about by Sir William Harcourt's finances for two or three years after the passing of the Act. But he was not certain that that was the only reason. In all probability a great many people had found other channels of investment, and thought they could employ their money better for themselves than in leaving it to an insurance company to invest for them. So far as the fire business was concerned, the fire account, taken altogether, was satisfactory. The losses were not 54 per cent. They were certainly larger than they ought to have been. There had been very heavy losses on agricultural risks, and, in conjunction with the other offices, the board had thought it right to revise the rates of agricultural risks. And the company had also suffered severely from a fire in Canada. He thought he should be doing wrong if he did not inform the shareholders that he did not look forward to any large increase in the fire premiums during the coming year. On the contrary, he thought there would be a falling off, because they were giving up various treaties with foreign companies which had become unprofitable. This, he hoped, would reduce the loss ratio; it certainly would reduce the expenditure. In conclusion he moved the adoption of the report and accounts.

Mr. HENRY WHITE seconded the motion. He said he had looked at the reports for the last six years, and was very pleased to find that, taking the average of new life business it produced no less than £39,435 in new annual premiums. He thought there were very few offices could boast so large an increase—even the largest offices. The state of trade and the war might make a difference, but as regarded the six years they showed a very large increase in the fire account. There was an increase of £13,517 for the last year, and that was very pleasing. He was pleased to hear that the home business was increasing also the London business. He thought the company could not do better than cultivate the London business, because, having regard to the appliances for extinguishing fire which, in view of the large sums the company pay the fire brigade, there was a right to assume to exist, the losses ought to be less in proportion. It was a very gratifying report, and he sincerely hoped that one as favourable would be submitted at the next meeting.

The motion having been carried, a dividend was declared as stated in the report.

On the motion of the CHAIRMAN, seconded by Mr. JAMES FLETCHER, Mr. Victor C. W. Cavendish, M.P., was elected on the board to fill the vacancy caused by the death of Mr. Hoare.

On the motion of the CHAIRMAN, seconded by Mr. JAMES FLETCHER, the retiring directors were re-elected as follows: Mr. Charles Edward Barnett, Mr. Thomas Henry Burroughes, Mr. Francis William Buxton, the Hon. Henry Berkeley Portman, and the Right Hon. Lord Stalbridge.

EXTRAORDINARY GENERAL COURT.

An extraordinary general court was then held for the purpose of altering the company's laws and regulations so that a purely professional audit might be adopted for the future, and a resolution to give effect to the recommendation and to other recommendations was submitted to the meeting.

The CHAIRMAN, in moving the resolution, observed that some years ago the shareholders had expressed a very strong opinion in favour of a professional audit instead of that which was described as an amateur audit, and which had hitherto existed. Since that time Mr. C. L. Nichols, F.C.A., of the firm of Chatteris, Nichols, & Co., had audited the accounts together with the other auditors, but it was considered that the time had arrived when it would be wise to substitute a purely professional audit. He thought that a rather false impression had been created in the public mind to the effect that the company was about to transact other insurance besides life and fire business. It might be that in the future the company would undertake business connected with the Employers' Liability Act, but at present there was no intention of doing so. He believed also that it was thought they were about to transact marine business. That had not been the intention of the board, but circumstances had arisen last year which showed how necessary it was for them to have the fullest powers. The company had been approached in order to insure valuable works of art for the Paris Exhibition, and they were compelled to obtain a marine policy to cover the marine risks, and then to get the marine office to engage the company for the fire risks. If the Alliance Co.'s laws and regulations had permitted

they would have given their own policies. The resolution he submitted also dealt with this matter.

Mr. JAMES FLETCHER seconded the resolution, and it was agreed to.

Mr. J. HERBERT LEWIS, M.P., moved, and Mr. FOX-BATLEY seconded, a vote of thanks to the chairman, the directors, and the staff, speaking in high terms of their services, and the CHAIRMAN briefly responded for the directors and the staff.

LEGAL NEWS.

APPOINTMENTS.

Mr. JOHN SHUCKBURNHURST RISLEY, M.A., B.C.L., barrister-at-law, has been appointed Legal Assistant in the Colonial Office, in place of Mr. H. F. Wilson, M.A., who has been appointed Secretary to the Administration of the Orange River Colony. Mr. Risley, who was called to the bar in 1893, after winning a studentship in the Bar examination, has been a reporter for the WEEKLY REPORTER and SOLICITORS' JOURNAL.

Mr. ALFRED HULL DENNIS, barrister-at-law, has been appointed an Assistant Solicitor to the Treasury.

INFORMATION REQUIRED.

The Honourable Mrs. ELLEN NELSON, widow of the Honourable Charles Horatio Nelson.—This lady, who, in July and August, 1900, was residing at 82, Ebury-street, S.W., stated that she, during those months, had settled all her affairs under the advice of a London solicitor, and, it is believed, she then made a Will. The solicitor in question is requested to kindly communicate immediately with Messrs. Young, Jackson, Beard, & King, of 12, Essex-street, Strand, W.C., on behalf of the Earl Nelson and his family.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

THOMAS FORD TUCKER and CHARLES LIONEL BURROWS, solicitors (Tucker, Walley, & Burrows), Manchester. Dec. 31. The said Thomas Ford Tucker will, as from that date, carry on the said business under the same firm on his own account. [Gazette, March 12.]

GENERAL.

It is stated that Mr. Justice Buckley and Mr. Justice Farwell will be the Easter Vacation judges.

Mr. Justice Byrne is still confined to the house by an attack of influenza, and is not expected to return to court at present.

The Lord Chief Justice has left London for his country house at Cranleigh, near Guildford, where he will remain for a few days.

The *Irish Times* says it is not at all unlikely that Sir Edward Carson, who has been suffering from ill-health of late, will relinquish shortly the arduous labours of his office as Solicitor-General. [We believe that the Solicitor-General was expected to return to work this week.]

Even the Cause List—that most prosaic of documents, says the *Globe*—has occasionally a little humour of its own. Among the curious combinations of names in the slowly-diminishing list of actions for the present term are *Walker v. London*, *Hand v. Blow*, and *Lave v. Law*. Even more curious were two cases which appeared consecutively in the Chamber list last Tuesday, viz., *Welsbach Co. v. Tripe*, *Same v. Onions*.

The commission for preparing a new Great Seal was, says the *World*, issued last week. Only a year ago the Great Seal which had been in use for nearly forty years was put aside, as it was worn out, and another was manufactured at a cost of £400. The old seal is supposed to be at the disposal of the Sovereign, but it has always been regarded as a "perquisite" of the Lord Chancellor, so that, if this rule holds good on the present occasion, Lord Halsbury will have received two of these historical relics in less than twelve months, and Lord Eldon was similarly fortunate.

Mr. Powell Williams was, on Thursday, to draw the Attorney-General's attention to "a practice adopted by the representatives of some of the press of seeking interviews with persons who have been or are about to be called as witnesses in matters pending before the Courts of Justice, and of publishing the statements and answers to questions given by such persons"; and to ask whether he has observed that these statements and answers have afterwards been used in court to discredit the sworn testimony of the persons from whom they were obtained, and whether he is prepared to take measures, by legislation if necessary, to put a stop to the practices referred to and to any interference whatever with witnesses as being calculated to impede the course of justice.

A centenarian barrister, probably the oldest lawyer in the world, has, says the *Daily Telegraph*, passed away at Brighton in the person of Mr. James Macauley. His name is, of course, unknown to the present generation who frequent the courts, but it still remains in the official Law List. From this it appears that he was called to the bar at Gray's Inn as far back as June, 1835. The late Mr. Woodhouse, who died at Albury only a few weeks ago, was younger than Mr. Macauley, but was an older barrister, having been called at the Inner Temple six years before him, that is to say, in 1829. Thus, the two oldest members of the bar in England have died within two months' time. [We understand that Mr. Macauley was dining at his club last week. His patronymic was Hyndman.]

Referring to Lord Alverstone's indisposition, the *British Medical Journal* says that his illness is not surprising to any who were present in the Central Criminal Court during the trial of Bennett for the Yarmouth murder. This trial lasted six days. The court is small, and was, of course, for those six days crowded. The seat of the judge is on a kind of ledge overlooking the area of the court. The judge is thus exposed to the hot foul air arising from the body of people always eager to be present whenever an important case is being tried, who are crowded into a space far too limited to accommodate half their number. If the windows are open for purposes of ventilation, the judge is in the direct draught from the windows on either side of the building. After six days of mental strain of no common character and exposure to these insanitary surroundings the Lord Chief Justice has been compelled to take to his bed. Mr. Justice Wills was very unwell after the trial of the Lake case, and there is serious reason to believe that the health of the late Sir Charles Hall was much impaired by the insanitary condition of the room he occupied as well as the court in which he sat as judge.

We understand, says the *Times*, that the report of the committee appointed by the Board of Trade last May to inquire into the working of the Patents Acts contains recommendations of considerable importance to the general public, as well as to inventors. The committee recommend the repeal of the 22nd section of the Patents, &c., Act of 1883 and the passing of a legislative enactment embodying the following proposals: (a) That the right of applying be confined as at present to a person interested. (b) That the event on which the jurisdiction is to arise be defined as follows: "When it is made to appear that the reasonable requirements of the public in reference to the invention have not been satisfied by reason of the neglect or refusal of the patentee to work or grant licences on reasonable terms." (c) That the jurisdiction be transferred to the High Court, to be exercised as part of its ordinary jurisdiction, and therefore be accompanied by the same power of awarding costs, and be subject to the same rights of appeal and to the same regulation by general orders as are in force in respect to its existing business, except that no appeal to the House of Lords shall be brought without the leave of the Court of Appeal or of the House of Lords. (d) That the respondents in any proceedings under this jurisdiction shall include—(1) the patentee, and (2) any persons claiming an interest in the patent as exclusive licensees or otherwise. In addition, the Attorney-General in England or Ireland or the Lord Advocate in Scotland, or any person authorized by them respectively, shall have the right of appearing. (e) That the jurisdiction shall apply to all letters patent, whether granted before or after the passing of the proposed enactment. (f) That unless and until it be otherwise provided by general orders of the High Court, the application to the High Court shall be made by originating summons. (g) That the court have power to make an order conferring a licence on the applicant upon such terms as to the duration of the licence, the amount of royalties, security for payment, and otherwise, as the court, having regard to the nature of the invention and the circumstances of the case, shall deem just.

Messrs. Cornells, Mossop, & Berney, whose London offices have for many years been situate at No. 1, Quality-court, Chancery-lane, will, in consequence of the demolition of that building, remove, on Monday, the 25th of March, to No. 11, Lincoln's-inn-fields.

COURT PAPERS. SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KERRIDGE.	Mr. Justice BYRNES.
Monday, March.....18	Mr. Godfrey	Mr. King	Mr. Jackson	Mr. Gresswell
Tuesday.....19	Leach	Farmer	Pemberton	Church
Wednesday.....20	Pugh	King	Jackson	Gresswell
Thursday.....21	King	Farmer	Pemberton	Jackson
Friday.....22	Farmer	King	Jackson	Gresswell
Saturday.....23	Beal	Farmer	Pemberton	Church
Date.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.
Monday, March.....18	Mr. Beal	Mr. Leach	Mr. Carrington	Mr. Church
Tuesday.....19	Pugh	Godfrey	Lavis	Gresswell
Wednesday.....20	Beal	Leach	Carrington	Pemberton
Thursday.....21	Godfrey	Leach	Lavis	Jackson
Friday.....22	Beal	Leach	Carrington	Lavis
Saturday.....23	Pugh	Godfrey	Lavis	Carrington

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 20.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: Freehold Ground—ents amounting to 2300 per annum secured upon Houses at Clapham, also Ship Property at Islington, producing £116 per annum, with reversion. Solicitors, Messrs. Pettifer & Pearks, Rodene Oliver, Esq., and Messrs. Carter & Bell, London—Kennington: Corner Shop, Dwelling House, and Manufacturing Premises. Rent: a Leasehold Ground—rent of 206 per annum. Solicitor, W. E. J. Hickman, Esq., London—Stratford: Freehold Ground—rent of £41, with reversion. Forest Hill: Leasehold, producing over £235 per annum. Sydenham: Leasehold, producing £70 per annum. Solicitors, Messrs. May & Co., London.—Baltham: Freehold Property near station, covering an area of 31,240 square feet. Solicitors, Messrs. Moore, Black, & Jepps and J. Haywood, Esq., London. (See advertisements, this week, p. 8.)

March 21.—Messrs. H. E. FOWLER & CHANFIELD, at the Mart, at 2:—LIFE INTEREST in a Trust Fund producing £505 per annum, with policies; lady aged 66. Solicitors, Messrs. Bloomer, Currie, & Damian, London.

REVERSIONS:

To Two One-eighth of Consols and Freeholds, value £4,096; lady aged 54, provided the reversions, aged 88 and 85, survive her, with policies. Solicitor, W. H. Hargrave, Esq., London.

To a Moiety of a Trust Fund represented by £5,034 on Mortgage and Cash; lady aged 67, provided gentleman aged 59 survives her, with policies. Solicitor, Grantham B. Dodd, Esq., London.

To a Moiety of a Trust Fund value £920 in Colonial Government Stock; lady aged 48. Solicitors, Messrs. Seal & Edgewood, London.

POLICIES for £1,500, £1,000, £500. Solicitor, Wellington Taylor, Esq., London.

SHARPS in William Sugg & Co. (Limited) and Debentures in Cogswell & Harrison (Limited). Solicitors, Messrs. Tarry, Sherlock, & King, London.

SHARES in GRAPHIC and DAILY GRAPHIC. (See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BROCK'S GOLD FIELDS OF THE NORTHERN TERRITORIES OF SOUTH AUSTRALIA, LIMITED.—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to Frank Pigram, 70 and 71, Bishopsgate at Birkhalls, 85, Gracechurch st, solers to liquidator

ELECTRIC RESISTANCE AND HEATING CO, LIMITED.—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to William Chaplin, 130, Dashwood House, New Broad st. Francis & Johnson, 19, Great Winchester st, solers to liquidator

FAWKE & CO, LIMITED (Furniture Manufacturers, Bootle).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Denton, 7, Sweeting st, Liverpool

HOMFRAY'S BARBERY, LIMITED.—Creditors are required, on or before April 23, to send the names and addresses, and the particulars of their debts or claims, to William Bolton, 13, Spring gds, Manchester. Sutton & Co, solers to liquidator

PERAZITI FIRE-PROOF MATERIAL CO, LIMITED.—Petn for winding up, presented March 4, directed to be heard on March 30. Russell & Arnolds, 17, Great Winchester st, solers for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

STANDARD PATTERN CO, LIMITED (IN LIQUIDATION).—Creditors are required, on or before April 15, to send their names and addresses, and particulars of their debts or claims, to Frank Hall Kingham, 9 and 10, Fenchurch st. McDiarmid & Hill, 6, Newman's st, Cornhill, solers for liquidator

WHITELY EXHIBITION, LIMITED.—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts or claims, to F. W. Lord, 60, Watling st. Cooper & Co, 10 and 11, Walbrook, solers to liquidator

FRIENDLY SOCIETIES DISSOLVED.

FLITWICK FRIENDLY SOCIETY, National School, Flitwick, Ampthill, Beds. Feb 21

WOODHOUSE INDEPENDENT SOCIETY, Hatfield Woodhouse, Doncaster, Yorks. Feb 21

London Gazette.—TUESDAY, March 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLIANCE LAND, BUILDING, AND INVESTMENT CO, LIMITED.—Petn for winding up, presented March 8, directed to be heard on March 20. Evans & Co, 33, Bartholomew, solers for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

ANAGLYPTA CO, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to James Alexander Carse, 10, Norfolk st, Manchester

AUTOMATIC DIVERSIONS SYNDICATE, LIMITED.—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Walter Warner Wright, 45 and 46, Broad st avenue. Maclean, 8, Old Jewry, solers

BIRMINGHAM AERATED WATER CO (BARRETT & CO.), LIMITED (IN LIQUIDATION).—Creditors are required, on or before April 27, to send their names and addresses, and particulars of their debts or claims, to Lionel Bury Wells, Queen's chambers, John Dalton st, Manchester. Taylor & Co, Manchester, solers to liquidator

BOWLING TAP HEAT CO, LIMITED.—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts or claims, to Thrale Coulson Martin, 56, Pilgrim st, Newcastle upon Tyne. Armstrong & Sons, Newcastle upon Tyne, solers to liquidator

BRISTOL MERCURY, LIMITED.—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts or claims, to Henry Ernest Grass, 24, Clare st, Bristol. Gwynn & Masters, Bristol, solers to liquidator

CITY AND GLOBE TRUST AND FINANCE CORPORATION, LIMITED.—Petn for winding up, presented March 9, directed to be heard on March 30. Routh & Co, 14, Southampton st, Bloomsbury, solers for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

EDWARD HALL & BROTHER, LIMITED.—Creditors are required, on or before April 10, to send in their names and addresses, and the particulars of their debts or claims, to Edward Hall, jun, Horwich House, Chapel on le Frith. Rylands & Sons, Manchester, solers for liquidator

GUARANTEE AND GENERAL TRADING CORPORATION, LIMITED.—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Ernest Frank Peirson, 17, Herford st, Coventry. H. Maddocks, Coventry, solers for liquidator

STAFFORDSHIRE POTTERIES AND CHINA CLAY, LIMITED.—Petn for winding up, presented March 7, directed to be heard on March 20. Clark, 61, King William st, solers for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

STAND COMEDY SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Frank S. Gaylor, 23, Old Broad st. Steadman, 23, Old Broad st, solers

WESTRALIAN TIMBER SYNDICATE, LIMITED.—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Leonard Malleson, 196A, Winchester House, Old Broad st. Blackman, 194, Graham House, solers to liquidator

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fees quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, FEB. 23.

EDING, CHARLES CORNELIUS, 222, Gt Titchfield st, Greengrocer March 25 Grove v Riding, Farwell, J Ewbank & Co, South sq, Gray's inn

London Gazette.—FRIDAY, MARCH 1.

HUMPHREYS, FRANCIS JOSEPH, Hyde Park gate, Solicitor March 25 Attenborough v Humphreys, Byrnes, J Bevis, 1, Devereux chambers, Temple
SCOTT, WALTER COULTHARD, Barton in Furness, Tailor March 30 Stewart and McDonald v Scott, Registrar, Manchester Edgar, Manchester

London Gazette.—FRIDAY, MARCH 8.

HAGUE, CHARLES, Oldham April 2 Hughes v Hague, Registrar, Manchester Bradbury, Oldham

London Gazette.—TUESDAY, MARCH 12.

BARNES, GEORGE, Charlton cum Hardy, Wine Merchant April 10 Winterson v Barber, Farwell, J Hewett, Manchester
HALL, WILLIAM MYERS, Ayrington April 9 Manchester and Liverpool District Banking Co v Hall, Registrar, Manchester Pickup, Manchester
NOAKES, HENRY, Cavendish rd, Bathbourne, Builder April 10 Noakes v Noakes, Farwell, J Gaby, Hastings

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, FEB. 22.

ARMSTRONG, REGINALD RAMSAY, Pimlico April 3 Francis & Johnson, Gt Winchester st
BARKER, WILLIAM LIGHTFOOT, Liverpool March 25 Tyrer & Co, Liverpool
BARKLEY, JOHN, Liverpool, Master Carter March 25 Lamb & Kyfin-Taylor, Liverpool
BRADLEY, LUTHERA NOBLE, Stevenage, Hertford May 15 Trower & Co, New sq, Lincoln's inn

BRADSHAW, JOSEPH, Knutsford, Chester, Licensed Victualler March 20 Shipley & Jordan, Manchester

BRISTOCKE, WILLIAM OWEN, Llandudwydd, Cardigan May 10 George, Emlay, South Wales

BROWN, JAMES DYMOR, Reading, Brewer March 31 H & C Collins, Reading

BROWN, WILLIAM, Wellington, Boot Upper Manufacturer April 20 Burnham & Co, Wellington

CALLENDER, ANDREW, South Cloughton, Chester March 30 Ballinger & Co, Liverpool

CANNON, ALEXANDER, CB, Cadogan sq, March 22 Maddison, Old Jewry

CLARKE, FRANK, Bortowash, Derby Malster March 6 Close, Derby

COCK, WILLIAM CHARLES MALCOLM STEWART, West Hampstead April 6 Munns & Longden, Old Jewry

DALE, LUKE, Northallerton, Farmer March 16 Parkinson, Northallerton

DAVIS, RECKFORD, St Andrews, Jamaica March 21 Pennington & Son, Lincoln's inn fields

DAVIS, EMIL, Palmers Green, Manufacturer March 25 Negus, Bloomsbury sq

DEBRY, ARTHUR MAYNARD, Upper Norwood April 11 Gadsden & Treherne, Bedford row

DOROUGHMORE, the Rt Hon JOHN LUKER GEORGE, Earl of, Sloane st April 1 Smiles & Co, Bedford row

DOUGLAS, FANNY ELIZA, Bognor March 30 Staffurth & Staffurth, Bognor

ELAND, HENRY SEPTIMUS, Exeter, Bookseller March 21 Eland, Basinghall st

FRONT, ELIZABETH, Southampton, Milliner April 1 Mawdsley, Southampton

FRANKS, JANE, Golborne, Lancs April 27 Hibbert & Westbrook, Manchester

GILL, ALFRED JAMES, Sherborne, Dorset, Carpenter March 15 Flocks & Douglas, Sherborne, Dorset

HALLAM, JAMES, Southport March 23 Brown & Co, Southport

HARRAN, SURANAH, Old Kent rd March 12 Fishers, West at, Strand

HAYS, EDWARD ROGER COOPER, South Bersted, Sussex March 20 Staffurth & Staffurth, Bognor

HODGKINS, THOMAS, Ashton in Makerfield, Colliery Manager March 16 Graham, Wigan

HOLLIS, MICHAEL DAINTRY, Stoke upon Trent, Encaustic Tile Manufacturer March 25 Marshall & Ashwell, Stoke upon Trent

ISAAC, JAMES, Wansford, Essex March 31 Collier & Co, Bedford row

JACKSON, THOMAS, Thurlow sq March 25 Gasquet & Metcalfe, Gt Tower st

JORDAN, JOSEPH, Reading March 31 H & C Collins, Reading

KAY, AMELIA, Redhampton, Havre March 25 Bischoff-Smith & Blagg, Portsmouth

LAURENCE, THOMAS, East Dulwich rd, Physician March 25 Meakes Dulwich

LYON, Rev WALTER GARNETT, Tewkesbury March 25 Hon D & Tollenmache, Ipswich

MASTERS, ELIZABETH ANN WHEATLEY, Brighton March 30 Kinneir & Co, Swindon

MIDDLELEY, ANNE, East Kewick, Leeds April 8 Bawneley & Peacock, Bradford

OAKES, SARAH CAROLINE, Hawkhurst March 25 Hubbard & Co, Cannon st

PHILLIPS, HENRY, South Hampstead April 1 Taylor & Co, Gray's inn

REARDON, SARAH ANN, Stoke Newington March 25 Fearon, Victoria st, Westminster

ROBERTS, FRANK LEONARD, Weymouth April 1 Roberts & Andrew, Exeter

ROBERTS, MAURICE SAMUEL, Nothing Hill March 31 Rubinstein, Waterloo pl

SCOTT, GEORGE, Aston on Clere, Salop April 30 Chester & Co, Bedford row

STANFIELD, JAMES, Southport March 23 Brown & Co, Southport

STEAD, JOHN MARION, Camden rd April 1 Smiles & Co, Bedford row

STRANON, WILLIAM JEFFREYS, Sulhamstead, Berks March 31 H & C Collins, Reading

TRAVAN, RICHARD STEPHEN WATTON, Croydon April 1 Witham & Co, Gray's inn sq

TREBETTS, SIMON, Tipton, Chain Manufacturer March 25 Round, Tipton

TOMLINSON, WILLIAM, Stoke upon Trent, Cooper March 25 Marshall & Ashwell, Stoke upon Trent

TOMPKINS, ROBERT, Reading March 31 H & C Collins, Reading

TOW, HENRY, Beasted, Kent March 31 Forbes & Son, Fenchurch st

WILLIAMS, EDWARD, Mangotsfield, Glos March 25 Metcalf & Baker, Bristol

WYNDEN, THOMAS, Bodington, Northumberland March 30 Hoyle, Newcastle on Tyne

WOOD, WILLIAM HARDING, Boxhill, Hotel Proprietor March 25 Potchecary & C, Basinghall st

London Gazette.—TUESDAY, FEB. 26.

ALLAN, THOMAS, Stepmey, Carpenter April 1 Oldfield, Basinghall st

BACK, WILLIAM MELVILLE, Valdosta, Georgia, U S A April 1 Toser & Co, Teignmouth

BASWELL, ELLEN, Ma-brough, Rotherham March 30 Gichard, Rotherham

BEE, JOSEPH, Deptford, Builder March 25 Bandon & Co, Deptford

BENTLEY, Lucy, Stalybridge, Chester March 25 Rowbottom, Oldham

BLAKELY, WILLIAM, York, Yeoman April 1 Nicholson & Brown, York

BREWSTER, HENRY, Whalley Range, Manchester March 25 Leigh, Manchester

BROWN, ELIZABETH, Rosendale rd, Dulwich March 23 Kys & Jones, Norfolk st

BROWN, WALTER, Sheffield, Solicitor April 13 Wake & Son, 8h field

BUCKLEY, GEORGE FREDERICK, Dulph, Saddlery, York March 30 Rowntree, Oldham

BUTT THOMAS PATER WALTER, Chesham March 3 Titchhurst & Sons, Chesham

CHURCH, JOHN HOMER, Edgbaston, Birmingham April 15 Ryland & Co, Birmingham

CHURCH, SARAH BURMAN, Sudbury, Surrey April 1 Martyn & Martyn, New B-idge st

DODS, JANE, Needham Market, Suffolk March 23 Sanders & Roper, Lincoln's inn fields

DOWLING, ANNIE JANE, Hadfield March 30 Woolcott & Son, Coleman st

FRANK, ELLEN MARY, Brighton March 25 Goodman, Brighton

GOSKER, CHARLES, Ipswich April 6 Cobbold & Co, Ipswich

GOODY, GEORGE, Clare, Suffolk, Grocer March 25 Wayman, Clare

GUNTER, JAMES SPENCER ST, AUSTIN, South Eaton pl April 1 Tomlin & Chitty, Old Burlington st

HARRISON, CLEMENTINA LOUISE, Kensington March 22 Lumley & Lumley, Old Jewry chambers

HENDERSON, JOHN, Chesterfield, Derby April 15 Stanton & Walker, Chesterfield

HUGHES, RICHARD ROBERT CHOW, Slough, Bucks, Omnibus Proprietor March 25 Phillips & Co, Nicholas ln

JACKSON, JOHN, Higher Broughton, Salford, Yarn Agent April 6 Rhodes, Manchester

JENKINS, ISAAC WESLEY, Manchester, Apron Manufacturer March 25 Lea, Manchester

JOHNSON, JANE ARCHER, Ryde, I W March 30 Dashwood, Ryde, I W

LAWRENCE, WALTER DOVER, Old and Coloursman March 30 Sellwell & Harby, Dover

MALLET, THOMAS HENRY, Worthing April 9 Waterman, Worthing

MANN, CHARLES, Bridlington Quay, York April 6 Harland & Son, Bridlington

MAUDE, ALFRED, Greatland, York, Woollen Manufacturer March 31 Garred, Elland

PEARSON, JOHN WILLIAM, Boston, Lincoln, Painter March 15 J H Tasker of C J Phillips, Boston

PENBERTON, JOSEPH, Dudley, Worcester, Coal Merchant March 9 Bolleson, Birmingham

PLESTED, MARY, Toronto, York, Canada April 10 Brash & Co, Queen Victoria st

RACE, FREDERICK, Buxton st, Mile End March 31 Jones, Old Jewry chambers

REES, JOSEPH, Neath, Glam, Coachbuilder March 23 Williams, Neath

ROACH, ESTHER JOHN, Llandiloes, Montgomery April 12 Bolton & Co, Temple gds, Temple

ROBERTS FREDERICK WILLIAM, Kingston upon Hull April 16 England & Co, Hull

SALTER, ELIZABETH ANN DURAN, Exmouth, Devon March 25 Burd & Co, Okehampton

SHAW, ABRAHAM, Huddersfield March 21 Fish, Huddersfield

SMITH, GEORGE, Malda Vale March 31 Child & Child, Sloane st

SMITH, HENRY, Otterbourne, Hants, Farmer March 25 Bowker & Sons, Winchester

SPARKS, GEORGE, Finchley, Surrey April 13 Bettelley, Surrey st

STANIER, FRANCIS, Peplow Hall, Salop March 25 Knight & Sons, Newcastle upon Tyne

STONE, JOHN WALDRIDGE, Worcester April 12 Jeffery, Worcester

SWAN, JOHN GEORGE, Upsall Hall, York March 25 Ryott & Swan, Newcastle upon Tyne

WARD, HENRY BLANEY, Old Jewry April 1 Beachcroft & Co, Theobalds rd

WILLIAMS, RICHARD JAMES, Rhyll, Flint, Saddler April 9 Pierce-Lewis, Rhyll

WOOTTON, SELINA MARY, Blackheath April 10 Spencer & Arnold, Greenwich

London Gazette.—FRIDAY, MARCH 1.

ACKROYD, DAVID, Bradford, Farmer March 27 Freeman, Bradford

ARMSTRONG, SARAH, Southport March 31 Buck & Co, Southport

ATKINSON, THOMAS, Old Hutton, Hf Kendal, Farmer March 30 Cartmel, Kendal

BANKS, CHARLES, Holbeck, Lincs, Farmer May 15 Willers & Son, Holbeck, Lincs

BARTON, WILLIAM, Landport, Hants, Grocer March 25 Malmes, Southsea

BEVAN, Sir ALFRED HENRY, South Kensington March 23 Marson & Co, Southwark Bridge rd

BISSET, JAMES, Middlesbrough March 25 Langley, Stockton on Tees

BROOKS, ELIZABETH, Cromer March 30 Hannels & Hales, Cromer

BURDON, ELIZABETH HALL, Newcastle upon Tyne April 17 Brown & Son, Newcastle upon Tyne

BURGOINE, JENNY LAKE, Hampton Wick April 2 Marsh & Co, Kingston on Thames

BYRON, WILLIAM, Kennington April 15 Tyler, Clement's inn, Strand

CAREW, DOROTHY, Tiverton, Devon March 31 Battisbill & Houlditch, Exeter

CATER, HENRY FRANK, Worcester, Engineer April 2 F & H Corbett, Worcester

DAVIS, DAVID, Gordon sq April 1 Hicks & Co, King st, Covent gdn

DEMMECK, DAVID LYCOUR, Brecksville, Ohio, U S A March 28 Hewitt & Urquhart, Leadhall st

DOVE, ELIZABETH, Newcastle upon Tyne May 1 Maughan & Hall, Newcastle on Tyne

DRAPEY, HENRY WILLIAM, Huddesdon, Herts, Surveyor March 25 Spence & Co, Hertford

DUNNETT, WILLIAM HERBERT, Dedham, Essex March 25 Synnot, Manningtree

ELLIS, GEORGE, Gt. Worcester, Farmer March 25 Beauchamp & Gallaher, Worcester

EVANS, Rev SAMUEL, Marshfield, Mon March 30 Hoard & Co, Cardiff

EWING, SARAH, Euston Quay, Lancs April 1 Style & Co, Liverpool

FISHER, CAROLINE AMELIA, New Cross Gate March 25 Barber & Son, St Swithun's ln

FLINT, LEWIS ALFRED, Hatcham April 29 C & E Woodroffe, Gt Dover st

GARNETT, CHARLOTTE, Hammermith March 25 Clarkson & Co, Lime st

GOSSET, Rev GEORGE ST ALBAN, Chelmsford April 2 Bower & Co, Broom's bldg, Chancery ln

GRAHAM, WILLIAM, Brampton, Derby, Joiner April 19 Stanton & Walker, Chesterfield

GRANGE, ANN ELIZABETH, Leeds March 25 Langley, Stockton on Tees

HANMAN, MADRINE, Richmond April 12 Ward, Fakenham

HAY, WILLIAM, West Hartlepool, Potato Merchant March 25 Langley, Stockton on Tees

HAY, JAMES, Sharnburn in Elmet, Farmer May 23 Parker & Parker, Selly

HUTTON, JOHN, Swanley Junction, Kent April 10 Saffell, Lincoln's inn fields

INGHAM, ANN ELIZABETH, Holloway April 15 Soames & Co, Norfolk st, Strand

JONES, JANE, Liverpool April 1 Symond, Liverpool

KNEEBEAW, RICHARD TINDALE, Market Weighton, Yorks, Bricklayer April 2 Powell, Market Weighton

LAYBROCK, ALEXANDER, and HENRY LAYBROCK, Liverpool April 1 Style & Co, Liverpool

LIGHTON, ROBERT, Streatham March 25 Radall, Watling st

LILBERT, PHILIPPA CAROLINE, Baywater March 30 Walker & Co, Theobald's rd

LONG, AMY, Miami, Ohio, U S A March 28 Hewitt & Urquhart, Leadhall st

MOCKENZIE, ELLEN, Liverpool March 30 Hoaking, Liverpool

MOODY, MARY SUSANNA, Ross, Hereford March 31 A F & R W Tweedie, Lincoln's inn fields

MOULTON, JAMES, Hunsterson, Chester, Farmer April 12 Bygott & Sons, Crewe

NEELD, Sir ALGERNON WILLIAM, White March 29 Keary & Co, Chippenham, Wilts

NODIN, FREDERICK, Liverpool Ship Broker March 31 Bateman & Co, Liverpool

ROBERTS, DAVID, Tipton, Staffs, Licensed Victualler March 25 King & Ludlow, Wolverhampton

ROWDON, ARTHUR HERBERT, St John's Wood ter March 29 Bird & Co, Gray's inn sq

SEMPLE, HORACE JOHN, Upper Wimpole st, Cavendish sq March 31 Scadding & Boskin, Gordon st

SHAW, GEORGE EDWARD, Oldham March 30 Megeon, Oldham

SHOCK, CAROLINE MARY, Putney March 31 Rose-Jones, New inn, Strand

SMITH, JAMES, 278, Heston Norris, Lancs March 25 Grundy, Stockport

SPEAKMAN, MARY ANN, Warrington April 2 Unsworth, Warrington

STREET, SARAH, Great Malvern, Worcester April 1 Upton & Critton, Lincoln's inn fields

SWINDELL, THOMAS, Derby March 26 Eddowes & Sons, Derby

THOMPSON, CATHERINE, Cradley, Worcester March 8 Moberley, Lych

TUNNICLIFFE, GEORGE, Saltburn by the Sea, York, Painter March 23 Jackson & Jackson, Middlesbrough

TUNSTALL, HARRIET, Widoe, Lancs April 8 Burton, Runcorn

VIGNE, FREDERIC, Pas de Calais, France March 31 A F & R W Tweedie, Lincoln's inn fields

WALTON, WILLIAM, Wandsworth April 2 Mead & Sons, Arundell street, Finsbury

WIGGLESWORTH, CHARLES, Bradford, Stuff Merchant March 30 Neill & Holland, Bradford

WOOD, WILLIAM, Castleton, Derby, Innkeeper March 29 Rhoda, Sheffield

London Gazette.—TUESDAY, MARCH 5

ALEXANDER, THOMAS SIMPSON, Stoke Newington April 2 Ashbridge Whitechapel rd

ALLDER, Mrs SARAH ANN Richmond bldg Soho April 1 Martin, Basinghall st

ANCHER, ELIZABETH, Coarwood, nr Morpeth April 17 Brown & Son, Newcastle upon Tyne

ATKINSON, ISABELLA MARIA, Richmond, York April 2 Watell, Northallerton

BAIN, ALEXANDER WILLIAM, Baldwin's pl, Gray's inn rd, Bookbinder April 6 Peacock & Goddard, South sq

BAKER, ANN, Mountford, Warwick April 16 Slatter & Co, Stratford upon Avon
 BARNICK, ELIZA, Caversham, West Dulwich April 10 Pettiver & Peakes, College hill
 BERNER, FRANK CHRISTIAN GERHARD, Culham at April 16 Myers, South sq, Gray's inn
 BERNARD, RILEY LARATT, Kew, Surrey April 9 Poole & Robinson, Union ct, Old Broad st
 CALLAGHAN, WILLIAM, Liverpool April 16 Quinn & Sons, Liverpool
 DAVIDSON, JOHN RICHARD, Middle Temple, Barrister April 6 Fraser & Co, Edinburgh
 EADON, HENRY HOPKINSON, Walkley, Sheffield, Builder May 1 Broomhead & Co, Sheffield
 FOOTNER, Mrs. Fanny Bournemouth Footner, Andover
 FRASER, WILLIAM, Canton, Cardiff, Surveyor April 6 Morris & Son, Cardiff
 FRICKER, WILLIAM JOSEPH, Deptford, Butcher April 6 Lamley & Linsley, Old Jewry chmbrs
 GROVER, HENRY LEWELLYN, Pontypridd, Solicitor March 30 Grover & Co, Cardiff
 HADFIELD, JANE, Sheffield April 19 Vickers & Co, Sheffield
 HEWSON, FRANCES ISABELLA, Derby April 13 Smith, Lincoln's inn fields
 HICKSON, CHARLES, Lee, Kent April 16 Baker & Thornycroft, Bishop's Stortford
 HICKSON, JANE, Lee, Kent April 16 Baker & Thornycroft, Bishop's Stortford
 HOLDEN, CHRISTOPHER, Blackburn, Beerhouses keeper April 6 Marriott, Blackburn
 HOWLAND, MARY ANN, Eford, Essex April 13 Martin & Co, King ss, Chesham
 HOWLEY, JOHN, Chester April 20 Dring, Chester
 JACKSON, TEMPE ELIZABETH, Leamington March 28 Mitchell, Worthing
 JARVIS, JOHN, Osney crescent, Camden rd April 6 King & Buttrill, Graham st
 JONES, JOHN, Tumbidge Wells April 16 Jones, Huddersfield
 MICKLE, HENRY, Henley on Thames May 1 Richardson & Sadler, Golden sq
 MITTON, SARAH, Dudley, Worcester March 16 Smith & Co, Dudley
 OBRITT, JAMES, Latham, Lancs, Butcher April 15 Lee & Co, Ormskirk
 RAVENHILL, SELINA ELIZA, Bistol March 31 Day, Bistol
 ROBSON, HANNAH, Crumlington, Northumberland March 23 Blackburn & Main, Carlisle
 RYDER, EDWIN, Battersea, Licensed Victualler April 18 Maidlands & Co, Knight- rider st
 SEAMER, WALTER, Grenfield, New South Wales, Labourer April 1 Blyth & Co, Gresham House
 SMITH, GLOUCESTER, Newington butts April 2 Ewbank & Co, South sq, Gray's inn
 STUBBS, WILLIAM AYLWIN, Lrummoine, nr Sydney, New South Wales April 15 Hubbard & Co, Leadenhall st
 PEAKE, EDWARD, Ely pi May 1 Poole & Robinson, Union ct, Old Broad st
 PELLATT, MARY, Lee, Kent March 30 Hillcary, Fenchurch bldgs
 PLAWS, MARGARET, Newcastle upon Tyne April 2 Criddle & Criddle, Newcastle upon Tyne
 PROCTOR, RICHARD, Quernmore, Lancs, Farmer March 16 Saul, Lancaster
 WEBSTER, GEORGE LEONARD, Surgeon, Croydon April 1 Webster & Webster, Lincoln's inn fields
 WOOD, JOHN, Leighton grove, Kentish Town, Sheep Salesman April 6 Wells & Sons, Paternoster row

London Gazette.—FRIDAY, March 8.

ARMITAGE, JANE Heckmondwike, York March 15 Mitcheson, Heckmondwike
 BATES-POWELL, BARNES HENRY, OUE, Oxford April 22 Crawley & Co, Arlington st
 BANKS STEPHEN, Ashford, Kent March 21 Hallett & Co, Ashford, Kent
 BEAUMONT, JAMES, Southport April 4 Beaumont, Pockham
 BRIDGEMAN, ELIZA, Harborne, Staffs March 18 Restall, Birmingham
 BIRCHALL, WILLIAM, Seacombe, Chester April 5 Lees & Co, Liverpool
 BLANCHETT, GEORGE WILLIAM, Woolwich April 19 Sampson, Woolwich
 BRADLEY, ANN, Waterloo, nr Liverpool April 9 Thompson & Hodgson, Kendal
 BRATHWAITE, JONATHAN HENRY, Histon March 16 Wainwright & Co, Soale inn
 BROOK, GEORGE LAKE, West Kensington April 20 Bridges & Co, Red Lion sq
 BULLOCK, DANIEL, Stockport, Photographer March 30 Brown & Co, Stockport
 BURTON, DANIEL, South Birkdale, Lancs, Grocer April 9 Worden & Ashington, Southport
 CANTON, ANNE, Wigan April 19 France, Jnn, Wigan
 DARWENT, EDWIN, Rotherham May 6 Willis, Rotherham
 DAVIES, CATHERINE, Swansea April 30 Charles, Neath
 DEWHURST, CALDER, Catforth, Lancs April 19 Taylor & Son, Preston
 DURRANT, WILLIAM Appleford, Kent March 13 Mace & Sons, Ashford
 FARRINGTON, ROBERT, Leigh, Lancs April 6 Dootson, Leigh
 FORDEN, STEWART, Peterham April 5 Portman, Pall Mall
 FOWLER, MARY JANE, Bescot March 20 Ballard & Barton, Bournemouth
 GARNETT, GEORGE TIMOTHY, Beckenham Park, Kent, Builder April 9 Young & Co, Essex st, Strand
 GODDARD, EUGENE, MD, Highbury New Park April 10 Goddard, Old Serjeant's inn
 GRIFITHS, ANNA, Kington, Pembroke April 13 George & Co, Cardigan
 HALL, WILLIAM, Newbury, Berks, Stationer March 31 Miller & Co, Telegraph st
 HAMELY, MARIANNA ELIZABETH, Breage, Cornwall May 1 Hill, Penzance
 HARRIS, THOMAS, Southampton at Bloomsbury April 16 Mackrell & Co, Cannon st
 HERDSON, ELIZABETH, Southport April 9 Worden & Ashington, Southport
 HISS, FORTHE, Rochdale May 23 Macklen & Hollingsworth, Gresham st
 HORTON, JOHN, Shirley, Warwick Farmer May 5 Tyler & Deighton, Birmingham
 HOSKINS, SARAH, Neath, Glam April 20 Charles, Neath
 JACKSON, CAROLINE, Sheffield April 22 Smith & Sons, Sheffield
 JOHNSON, WILLIAM DANIEL April 6 Whittington & Co, Bishopsgate st Without
 JONES, ELIZABETH EMMA, Stoneycroft, Liverpool April 4 Whitley & Co, Liverpool
 KARAN, JOHN, New Brighton Chester May 6 Johnson, Liverpool
 KIRSON, EDWARD, Bilton, Staffs Colliery Owner March 25 Hall & Co, Bilton
 KNAGGS, WILLIAM, Brighton on Te, a Piano Dealer April 20 Archer & Co, Stockton on Tees

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 8.

RECEIVING ORDEES.

ASKEW, JOHN HENRY CLOVER, Leicester, Coffee House
 Keeper Leicester Pet March 4 Ord March 4
 BARKING, ROBERT, Jun, Maidstone, Grocer Maidstone
 Pet March 4 Ord March 4
 BELL, ARTHUR GEORGE, Nottingham, Builder Nottingham
 Pet March 6 Ord March 6
 BENNETT, J. East Ham, Essex High Court Pet Feb 6
 Ord March 5
 BOND, WALTER, Lewisham, Commission Agent Greenwich
 Pet Feb 6 Ord March 5
 BRADSHAW, MARGARET, Richard, Sheffield, Builder Sheffield
 Pet March 6 Ord March 6
 BROOKS, HENRY, Margate, House Discoat's Canterbury
 Pet March 6 Ord March 6
 BURTON, THOMAS, Little Telford, Bridging Manufacturer
 High Court Pet Feb 6 Ord March 5
 CALDICOTT, EDWIN TRABLE, Nottingham, Lithographic
 Artist Nottingham Pet March 4 Ord March 4
 CHATTER, JOHN WILLIAM, Wolverhampton, Baker Wolverhampton
 Pet March 5 Ord March 5
 CLARK, HENRY, Alfreton, Derby Derby Pet March 6
 Ord March 6
 COOPER, JAMES, and WILLIAM HENRY COOPER, Manchester,
 Shroud Manufacturers Manchester Pet March 6
 Ord March 5

COPELAND, GEORGE THOMAS, Crowland, Lincs, Blacksmith
 Peterborough Pet March 6 Ord March 6
 DANIEL, THOMAS, Leeds, Drap's Traveller Leeds Pet
 March 4 Ord March 4
 DAVIES, THOMAS JOHN, Goldington, Beds Bedford Pet
 Feb 19 Ord March 5
 D'AVIGNON, EMBERT HENRY, Diver High Court Pet
 Feb 6 Ord March 5
 DAWKINS, GEORGE WILLIAM, Nunston, Builder Coventry
 Pet March 4 Ord March 4
 DAWSON, GEORGE ALFRED, Ipswich, Boot Dealer Ipswich
 Pet Feb 20 Ord March 1
 DRISCOLL, DENNIS, High Holborn, Fishmonger High
 Court Pet March 4 Ord March 4
 EVANS, LAWSON CECIL, Dudley, Worcesters, Licensed
 Victualler Dudley Pet March 6 Ord March 6
 FRAMPTON, EDWIN, Hammer Smith, Commercial Clerk
 High Court Pet March 5 Ord March 5
 GOUDER, JOSEPH, Newton le Willows, Lancs, Licensed
 Victualler Bolton Pet March 6 Ord March 6
 HALL, WALTER EDWARD, Battersea, Metal Merchant
 Wandsworth Pet March 6 Ord March 6
 HANSON, GEORGE, Bristol, Flour Merchant Bristol Pet
 Feb 5 Ord March 6
 JOSE, JOHN WILKINSON, Long Eaton, Derby, Licensed
 Victualler Derby Pet March 1 Ord March 5
 KEATING, JAMES, Brighton, Builder Brighton Pet March
 5 Ord March 5
 LAMB, EDWARD, Newton, nr Chester, Brick Manufacturers
 Chester Pet Feb 22 Ord March 4

LARGE, GEORGE, Leicester, Shoe Laster Leicester Pet
 March 4 Ord March 4
 MARRIOTT, JAMES WILLIAM, Derby, Butcher Derby Pet
 March 5 Ord March 5
 MULLER, JAMES COOPER, Dudley, Worcester, Saddler Dudley
 Pet March 4 Ord March 4
 PATTINSON, THOMAS JOSEPH, Glasgow, Cumberland, Butcher
 Carlisle Pet March 4 Ord March 4
 PICKFORD, JAMES, Sutton, nr Macclesfield, Silk Dyer
 Macclesfield Pet March 5 Ord March 5
 POINER, GEORGE THOMAS PIES, Wood Green, Manu-
 facturer Edmonton Pet Feb 11 Ord March 4
 ROBERTS, FREDERICK GEORGE, Ludgate hill, Dentist High
 Court Pet Feb 13 Ord March 4
 ROGERS, ELIZA, Bristol, Licensed Victualler Bristol Pet
 March 5 Ord March 5
 ROBINSON, JULIUS LEOPOLD, Baywater, Wine Merchant
 High Court Pet March 4 Ord March 4
 ROTHWELL, EDWIN ALFRED, Ramsey, Isle of Man, Grain
 Dyer Manchester Pet Jan 26 Ord March 6
 SCHMIDT, CARL FRANK THEODORE, and ERNEST HANCOCK,
 Hermondey, Hide Merchants High Court Pet March
 4 Ord March 4
 SIMON, WILLIAM, Maidstone, Grocer Maidstone Pet
 March 5 Ord March 5
 SMITH, ARTHUR, Huddersfield, Master Chimney Sweep
 Huddersfield Pet March 5 Ord March 5
 STEAD, WILLIAM, Leeds, Mechanic Leeds Pet March 5
 Ord March 5
 VINTON, JAMES, Leeds, Leeds Pet March 4 Ord March 4

LANE, WILLIAM MARETH, Bedford, nr Hull April 3 Brown & Co, Southport
 LINCOLN, MARY ELIZABETH, Camberwell March 20 Clarke & Co, Preston
 LINE, MARY ANNE, Chelsea April 4 Powell & Stuen, Strand
 LITTLE, GILBERT, Dunham o' th' Hill, Chester, Farmer March 23 Bramson, Chester
 MANN, ANNA MARIA, Norwich April 20 Kingsford & Co, Strand
 MASTER, MARY BOYS, Bayswater April 10 Ford & Co, Bloomsbury sq
 MONSON, The Hon FLORENCE GRACE, St Hugh's, Ringmer, Sussex May 6 Toynbee &
 Co, Lincoln
 NAYLOR, RICHARD, St Helena, Lancs, Farmer April 13 Tyler & Fletcher, St Helena
 NEWMAN, EDWARD PULLIN, Hillingdon, Auctioneer April 10 Chapman, Gray's inn sq
 NICHOLSON, ISABELLA, South Shie ds April 13 Mather & Dickinson, Newcastle upon
 Tyne
 OGDEN, ELIZABETH, Halifax May 1 Wavell & Co, Halifax
 PARRATT, ELISHA, Ilkley, Yorks, Butcher April 10 Fletcher, Leeds
 PHILLIPS, WILLIAM, York, Solicitor April 15 Holtby & Procter
 PRENTICE, WALTER LLOYD, Langley, Kent May 31 Tyler & Co, Essex st, Strand
 ROBINSON, GEORGE CHRISTMAS BURN, Poveysey, Sussex, Licensed Victualler April 5
 Walker, Arundel st
 ROBINSON, WILLIAM, Erdington, Warwick, Greengrocer March 28 Restall, Birmingham
 ROTHWELL, HERBERT EDWARD, Clive Hawkes Bay, New Zealand April 15 Williamson
 & Co, Sutherland
 SAVERY, HENRY JOHN, Bristol, Master Baker April 5 Spofforth, Bristol
 SHAW, SARAH, Denton, Lancs March 20 Harvey & Co, Hyde
 SHERBURN, ANN ELEANOR, Stratford, Cornwall April 10 Shears, Ryde, Isle of Wight
 SIMMONS, SARAH, Stoke Newington April 15 Shephards & Walters, Finsbury circus
 SIMPSON, Sir HENRY LUNNON, Windsor April 6 Lovegrove & Durant, Windsor
 SPOCK, WILLIAM, Folkestone April 20 Mowll & Mowll, Dover
 STRATFIELD, EDWARD WARTON, Maidstone, Corn Factor April 2 Stanning,
 Maidstone
 TANNETT, JOHN THOMAS, West Burton, Yorks, Engineer May 1 Jones & Co, Leeds
 TREVOR-ROPER MARIAN, Bedford May 6 Briggs & Cross, Manchester
 TUCKER, EMANUEL, South Tawton, Devon, Wheelwright March 23 Cann, Exeter
 TURTON, LETITIA ISABELLA, Spurstow, Chester April 10 Simpson & Co, Liverpool
 WHEELER, WILLIAM HENRY, Birmingham, Stamper March 15 Baker, Birmingham
 WILKINSON, GEORGE, Elberton, Gardner May 1 Bantolt, Selby
 WILKINSON, WILLIAM, Oxford April 10 Peppercorn, Oxford

London Gazette.—TUESDAY, March 12.

ATTWATER, RICHARD GAY, Amesbury, Wilts, Farmer April 23 Wilson & Sons, Salisbury
 BATHUR, CHARLES, Red Lion st, Holborn, Locksmith April 2 Withalls & Belton,
 Bedford row
 BATTY, EMMA JANE, Garforth, York, Postmistress April 13 Lumb, Leeds
 BELLARBY, ANN, Cross Gates, nr Leeds April 9 Holland, Rochdale
 BELLARBY, BENJAMIN, Cross Gates, nr Leeds April 9 Holland, Rochdale
 BRIGGS, JAMES, Calverly, York, Joiner April 13 Morgan & Morgan, Bradford
 BROPHY, SARAH, Chelsea April 9 Leathley & Willis, Lincoln's inn fields
 BURROUGHS, WILLIAM, Birmingham April 23 Tyler & Deighton, Birmingham
 CARTER, MARY, Ashton under Lyne March 23 Pownall, Ashton under Lyne
 CLARK, JANE, Ebury Bridge, Piccadilly April 13 Brummell & S'mple, Moxpeth
 CRAVEY, JOSEPH, Sheffield May 14 Rodgers & Co, Sheffield
 (RAWFORD, AGNES RACHEL, Winchester April 20 Moberly & Wharton, Southampton
 EATON, WILLIAM, Hulme, Manchester April 30 Tucker & Co, Manchester
 EVANS, EVAN, Bethesda, Carnarvon, Blacksmith March 30 Rowland, Bangor
 FLETCHER, WILLIAM, Gt Crosby, Lancashire, Stockbroker April 19 McGowen, Liverpool
 GREATHEAD, MARGARET, Stanford le Hope, Essex April 16 Greathead, Chancery in
 GREEN, FREDERICK ALFRED, Bristol, Yeoman April 30 Sibby, Bristol
 HACKER, EDWARD HARR, Scarborough, Painter April 16 Lead & Foster, Halifax
 HANSEN, JOSEPH CHRISTIAN, Liverpool, Shipbroker April 15 Batesons & Co, Liverpool
 HOWELL, HORACE SYDNEY, MD, FROB, South Hampstead April 20 Herbert, Cork st,
 Burlington gdns
 IVORY, JOHN, Hampstead April 11 Shaen & Co, Bedford row
 IVORY, JOSEPH TERRY, Hampstead April 11 Shaen & Co, Bedford row
 JENKINS, ROBERT, Kingston upon Hull, Commission Agent April 20 Jackson & Co, Hull
 KENDAL, JOHN, Clitheroe, Lancs, Cattle Dealer June 1 Baldwin & Co, Clitheroe
 KNIGHTON, HENRY, Cheltenham April 27 Jones & Middleton, Cheltenham
 NEWMAN, ROBERT HENRY, St Mark's cres, Regent's pk April 10 Hughes & Bartlett,
 Lincoln's inn fields
 O'GRADY, HUGH, Liverpool April 22 Quilliam, Liverpool
 PALMER, WILLIAM JAMES, Bristol May 1 Sinnott & Son, Bristol
 FINNELL, HARRIETT, Coltenham May 1 Billings, Cheltenham
 POOL, JAMES, Stoke Damarel, Devon March 1 Curtis & Dawe, Plymouth
 RANDALL, JOHN, Bealey April 18 Jones & Middleton, Cheltenham
 RAWLINS, Mr ALFRED Figheldan, Wiles April 3 Dixon, Fenny
 RICHARDSON, JOHN HENRY, Bangor April 30 Milne, Manchester
 RUNDLE, ERNEST SYDNEY, Sydney, New South Wales April 30 Moodie & Son, Basing-
 hall av
 SHELLE, HELEN MARY, Virginia Water, Surrey April 19 St Barbe & Co, 1, Delahay st,
 Westminster
 SHARDLOW, ANNE, Derby April 19 Rothbom & Co, Derby
 SHEPPER, ELIZABETH, Gainsborough April 24 Burton & Dyson, Gainsborough
 TOPHAM, GEORGE, Annesley, Nottingham, Labourer April 12 Rorke & Jackson, Notting-
 ham
 WILLIAMS, JOHN, Llanwenllyfyo, Anglesey March 30 Rowland, Bangor

WATSON, HENRY, Bedford, Solicitor Bedford Pet March 4
4 Ord March 4
WELLMAN, JOHN, Haworth, Yorks, Grocer Bradford Pet
March 6 Ord March 6

FIRST MEETINGS.

ANKW, JOHN HENRY CLOVER, Leicester, Coffee House
Keeper Leicester Pet March 15 at 12.30 Off Rec, 1, Berridge st,
Leicester
BAILEY, JESSE JOHN, Port Talbot, Glam, Iron Merchant
March 19 at 11.30 Off Rec, 31, Alexandra rd, Swansea
BAISTOW, JONATHAN, Halifax, Commission Agent March
15 at 3 Off Rec, Townhall chmbrs, Halifax
BARLING, ROBERT, jun, Maidstone, Grocer March 23 at 11
Bankruptcy bldgs, Carey st
BEN, WILLIAM, Leeds, Jeweller March 15 at 11 Off Rec,
23, Park row, Leeds
BRYTON, THOMAS, Little Tower hill, Bedding Manufacturer
March 15 at 3.30 Bankruptcy bldgs, Carey st
CARTER, HARRY, Portlaid, by Sea, Sussex, Boot Dealer
March 15 at 12 Off Rec, 4, Pavilion bldgs, Brighton
COSSINS, WALTER, Yeovil, Baker March 19 at 1.30 Off
Rec, Endless st, Salisbury
DANIEL, THOMAS, Leeds, Draper's Traveller March 15 at
12 Off Rec, 22, Park row, Leeds
DAVIES, GEORGE, Windsor, Furnishing Ironmonger March
19 at 3.30 Temple chmbrs, Temple av
DAYTON, GEORGE ALFRED, Ipswich, Boot Dealer March
15 at 2 Bell Hotel, Leicester
DRICOLL, DENNIS, High Holborn, Fishmonger March 15
at 12 Bankruptcy bldgs, Carey st
ELIOT, HUGH, Liverpool March 18 at 12 Off Rec, 35,
Victoria st, Liverpool
FRAYERS, JOHN THOMAS, Halifax, Painter March 15 at 3.30
Off Rec, Townhall chmbrs, Halifax
FRENCH, JAMES, Gt Yarmouth, Fish Merchant March 19
at 8 Lovell Blake, South Quay, Gt Yarmouth
GALLERAKER, ROBERT, Wimbledon Common, Insurance
Broker March 20 at 2.30 Bankruptcy bldgs, Carey st
GALLIENNE, JOHN WILLIAM, Barnes March 23 at 12
Bankruptcy bldgs, Carey st
GOLDIE, GEORGE HENRY, Fulham, Bus Builder March 19
at 11 Bankruptcy bldgs, Carey st
GOLLOP, RALPH JOSEPH, Yeovil March 19 at 12.30 Off
Rec, Endless st, Salisbury
HACKNEY, W. F., Epsford, Chemist March 15 at 11.30
24, Railway app, London Bridge
HALL, CHARLES EDWARD, Chesham, Builder March 16
at 2 Angel Hotel, Chesham
HARVEY, ALBERT, and HERBERT HARVEY, Hoxton,
Umbrella Manufacturers March 19 at 12 Bankruptcy
bldgs, Carey st
HULLEN, ANTHONY, Lichfield, Staffs, Hatter March 21 at 11
Off Rec, Walsall
IRELAND, WILLIAM HENRY, Luton, Straw Hat Manufacturer
March 15 at 11.30 Off Rec, Bridge at Northampton
JAMES, ALFRED, Southampton, Builder March 20 at 3 Off
Rec, 173, High st, Southampton
LAMB, EDWARD, Newton, nr Chester, Brick Manufacturer
March 15 at 11 Crypt chmbrs, Eastgate row, Chester
LARGE, GEORGE, Leicester, Shoe Laster March 15 at 12.30
Off Rec, 1, Berridge st, Leicester
LEE, HENRY, Leicester, Butcher March 18 at 3 Off Rec,
1, Berridge st, Leicester
LYONS, LEONARD, Leman, at Certificated Bailiff March 18
at 2.30 Bankruptcy bldgs, Carey st
MACKAY, JAMES, Saltaire, Yorks, Restaurant Proprietor
March 19 at 11 Off Rec, 31, Manor row, Bradford
MARTIN, JOHN, Stockton on Tees, Tailor March 27 at 3
Off Rec, 8, Albert rd, Middlesbrough
MILLER, JOHN T., Liverpool, Estate Agent March 18 at 2
Off Rec, 35, Victoria, Liverpool
PARKER, MARY ANN, Tottenham March 15 at 11 Bank-
ruptcy bldgs, Carey st
PARSONS, HENRY, Rotherham, York, Builder March 15 at 1
Off Rec, Ficties in, Sheffield
POWELL, JAMES, Stockport, Stationer March 15 at 2.30
Off Rec, Byrom st, Manchester
RINE, JAMES KNIGHT, and WINDSOR OWEN JAMES, Urmston,
Pembroke, Mineral Water Manufacturers March 15
at 11 Castle Hotel, Haverfordwest
SIMPSON, WILLIAM, Maidstone, Grocer March 27 at 11 9,
King st, Maidstone
SMITH, LEONARD GEORGE, Amlacton, Norfolk, Labourer
March 16 at 12 Off Rec, 8, King st, Norwich
SMITH, THOMAS, Ferry Barr, Staffs, Collier March 21 at
11.30 Off Rec, Walsall
STAD, WILLIAM, Leeds, Mechanic March 18 at 11 Off
Rec, 22, Park row, Leeds
STEVENSON, FRANK BELLAMY, Chesterfield, Derbys,
Journeyman Joiner March 18 at 1.30 Angel Hotel,
Chesterfield
VITCH, JAMES, Leeds March 15 at 11.30 Off Rec, 22,
Park row, Leeds
WILSON, EDWARD, Nottingham, Watchmaker March 15 at
19 Off Rec, 4, Castle pl, Park st, Nottingham
YOUNGBURDAND, GEORGINA MARY, Weymouth March 19 at
1 Off Rec, Endless st, Salisbury

Amended notice substituted for that published in the
London Gazette of March 5:

OLIVER, JOHN, Hove, Decorator March 13 at 2.30 Off
Rec, 26, Railway app, London Bridge

ADJUDICATIONS.

ALLEN, GEORGE, Piccadilly, News vendor High Court Pet
Jan 29 Ord March 6
ANKW, JOHN HENRY CLOVER, Leicester, Coffee house
Keeper Leicester Pet March 4 Ord March 4
BARLING, ROBERT, jun, Maidstone, Grocer Maidstone Pet
March 4 Ord March 4
BELL, ARTHUR GEORGE, Nottingham, Builder Nottingham
Pet March 6 Ord March 6
BETTSWORTH, CHARLES CHRISTOPHER, Willenden Park,
Builder High Court Pet Feb 9 Ord March 2
BRADBURY, SAMUEL RICHARD, Sheffield, Joiner Sheffield
Pet March 6 Ord March 6
BRIDGES, HENRY, Margate, House Decorator Canterbury
Pet March 6 Ord March 6

CALDICOTT, EDWIN TRAEKLE, Nottingham, Lithographic
Artist Nottingham Pet March 4 Ord March 4
CARTER, HARRY, Portlaid, by Sea, Sussex, Boot Dealer
Brighton Pet March 1 Ord March 5
CHARTER, JOHN WILLIAM, Wolverhampton, Baker Wolver-
hampton Pet March 5 Ord March 5
CLARK, ERNEST, Alfreton, Derbys Derby Pet March 6
Ord March 6
COPELAND, GEORGE TRUMAN, Crowland, Lines, Blacksmith
Peterborough Pet March 6 Ord March 6
DANIEL, THOMAS, Leeds, Draper's Traveller Leeds Pet
March 4 Ord March 4
DRICOLL, DENNIS, High Holborn, Fishmonger High
Court Pet March 4 Ord March 5
EVANS, LAWSON CECIL, Dudley, Worcesters, Licensed
Victualler Dudley Pet March 6 Ord March 6
FRAMPTON, EDWIN, Hammersmith, Commercial Clerk
High Court Pet March 5 Ord March 5
GOULDEN, JOSEPH, Newton le Willows, Lancs, Licensed
Victualler Bolton Pet March 6 Ord March 6
HALL, WALTER EDWARD, Bakersen, Metal Merchant
Wandsworth Pet March 6 Ord March 6
JAMES, ALFRED, Southampton, Builder Southampton
Pet March 1 Ord March 4
JONES, JOHN WILKINSON, Long Eaton, Derbys, Licensed
Victualler Derby Pet March 1 Ord March 6
KEATING, JAMES, Brighton, Builder Brighton Pet
March 5 Ord March 5
LAMB, EDWARD, Newton, near Chester, Brick Manufacturer
Chester Pet Feb 22 Ord March 6
LARGE, GEORGE, Leicester, Shoe Laster Leicester Pet
March 4 Ord March 4
MARRIOTT, JAMES WILLIAM, Derby, Butcher Derby Pet
March 5 Ord March 5
MCLEOD, WILLIAM SCOTT, Birmingham, Tinplate Worker
Birmingham Pet Feb 12 Ord March 4
MORGAN, WILLIAM, Hounslow, Stonemason Brentford
Pet Feb 23 Ord March 5
MULLY, JAMES COOPER, Dudley, Worcester, Saddler
Dudley Pet March 4 Ord March 5
NEWCOMBE, ALBERT JOHN, Shadfield, Southampton, Builder
Southampton Pet Feb 16 Ord March 6
NOSOTT, CHARLES FRANCIS, Sloane st, Painter High
Court Pet Dec 21 Ord Feb 27
PATTISON, THOMAS JOSEPH, Gt Yarmouth, Butcher
Cardisle Pet March 4 Ord March 4
PICKFORD, JAMES, Sutton, near Macclesfield, Silk Dyer
Macclesfield Pet March 5 Ord March 5
PUCKLE, RAYMOND ATHER, Beshall on Sea, Laundry
Proprietor Hastings Pet Feb 1 Ord Feb 21
RICHARDS, GRIFFITH, Holyhead, Draper Bangor Pet
Feb 7 Ord March 6
ROMINGER, JULIUS LEOPOLD, Baywater, Wine Merchant
High Court Pet March 4 Ord March 4
SAVILL, DUDLEY FULCHER, and ARTHUR FRANK SAVILL,
Fenchurch st, East India Merchants High Court Pet
Feb 8 Ord March 5
SIMPSON, WILLIAM, Maidstone, Grocer Maidstone Pet
March 5 Ord March 5
SMITH, ARTHUR, Huddersfield, Master Chimney Sweep
Huddersfield Pet March 5 Ord March 5
STAD, WILLIAM, Leeds, Mechanic Leeds Pet March 5
Ord March 5
VITCH, JAMES, Leeds Leeds Pet March 4 Ord March 4
WELLMAN, JOHN, Hayworth, Yorks, Grocer Bradford Pet
March 6 Ord March 6
WYSE, THOMAS FRANCIS, East Holey, Medical Practitioner
Oxford Pet Jan 7 Ord March 6

ADJUDICATION ANNULED AND RECEIVING
ORDER RESCINDED.

FRANCE, HENRY, Bedford pl, Russell sq, Gent High Court
Rec Ord April 19, 1899 Adjud Aug 26, 1899 Rec and
Annul March 6, 1901

London Gazette.—TUESDAY, March 12.

RECEIVING ORDERS.

ANDREWS, WILFRID I, Brighton, Builder Brighton Ord
March 8
ATWOOD, GEORGE, Hornham, Sussex, Plumber Brighton
Pet March 8 Ord March 4
BAKER, JAMES, Woking, Surrey, Butcher Guildford Pet
March 7 Ord March 7
BELL, FRANK, Seven Sisters rd, Holloway, Provision
Dealer High Court Pet March 8 Ord March 8
BETTS, EDWIN RICHARD, Acton, Builder Brentford Pet
Feb 12 Ord March 8
BRAHAM, GEORGE BENJAMIN, Gt Yarmouth, Norfolk,
Optician Gt Yarmouth Pet March 5 Ord March 5
BRIDGMAN, CHRISTOPHER VICKERY, Anderton, Cornwall,
Solicitor Plymouth Pet March 8 Ord March 8
CARLEY, ARTHUR THOMAS, Clapham, Ironmonger
Wandsworth Pet March 6 Ord March 6
CLAYTON, WILLIAM ARTHUR, Foulby, Yorks, Surgeon
Wakefield Pet March 4 Ord March 8
COOK, GEORGE, Stourport, Worcesters, Wheelwright Kidder-
minster Pet March 4 Ord March 4
COPE, ARTHUR, Manchester Manchester Pet Feb 16 Ord
March 8
DYER, JOSEPH SAMUEL, Brixham, Devon Fish Dealer
Plymouth Pet March 7 Ord March 7
FINS, GEORGE FREDERICK, Wells near the Sea, Norfolk,
Grocer Norwich Pet March 7 Ord March 7
FORD, WILLIAM FREDERICK, Henley on Thames, Grocer
Reading Pet Feb 25 Ord March 7
FOWLER, FREDERICK GEORGE, ANDREW EAST, and SEPTIMUS
LION ABRAHAM, Elgin avenue, Maid Vale, Grocers
High Court Pet March 7 Ord March 8
GOULD, EMILY, Market Weighton, Yorks, Tailor York
Pet March 7 Ord March 7
GOULD, WILLIAM GRAVES-nd, Surveyor Rochester Pet
March 8 Ord March 8
GURRS, EDWIN HENRY, Shanklin, I of W, Grocer Newport
Pet March 9 Ord March 8
HAGE, G, Leadenhall Market, Provision Dealer High
Court Pet Feb 22 Ord March 8
HAWKINS, JOHN WILLIAMS, Woburn Green, Bucks, Builder
Aylesbury Pet Feb 19 Ord March 8

HERZOG, CONRAD, Walbrook, Civil Engineer High Court
Pet Feb 16 Ord March 8
HINDLE, THOMAS, Morecambe, Lancs, Labourer Preston
Pet March 9 Ord March 9
HOUGHTON, GEORGE, Chorlton upon Medlock, Manchester,
Packing Case Maker Manchester Pet March 9 Ord
March 9
JERRAN, FREDERICK OLDERHAW, Leadenhall st, Machinist
High Court Pet Feb 12 Ord March 8
LIGHTFOOT, SARAH MARIA, Chester Chester Pet March 8
Ord March 8
MADDOCK, MARY ANN, Birkdale, Southport Liverpool
Pet Jan 28 Ord March 5
PARSONS, ALFRED, Bournemouth, Tailor Poole Pet
March 7 Ord March 7
PARSONS, CLAUDE BOURN-MOUTH, Coal Merchant's Traveller
Poole Pet March 7 Ord March 7
PATTISON, JOHN, Kearsborough, Yorks, Cycle Dealer
York Pet March 7 Ord March 7
POWELL, WILLIAM LLEWELLYN, Cambrian Vaults, New-
town, Licensed Victualler Newtown Pet March 7
Ord March 7
PRINCE, HENRY, Chancery In, Solicitor High Court Pet
Jan 24 Ord Feb 13
ROBERTS, WILLIAM GEORGE, Gloucester, Bootmaker
Gloucester Pet March 5 Ord March 5
SANDERSON, TOM ALBERT, Woking, Surrey, Mineral Water
Manufacturer Guildford Pet March 9 Ord March 9
SENDALL, LUCY LOUISA, Basingstoke, Hants, Grocer
Winchester Pet March 8 Ord March 8
SHELLY, ALFRED JOHN, Cardiff, Builder Cardiff Pet
March 7 Ord March 7
WADEMAN, WILLIAM, Morecambe, Mineral Water Manu-
facturer Pre-son Pet Feb 15 Ord March 8
WILLIAMS, RICHARD, Dawlish, Devon, Coal Merchant
Exeter Pet March 7 Ord March 7
WILSON, FRANK, East Ardsley, Yorks, Grocer Wakefield
Pet March 8 Ord March 8

FIRST MEETINGS.

ATWOOD, GEORGE, Hornham, Sussex, Plumber March 21
at 2.30 Off Rec, 4 Pavilion bldgs, Brighton
BARHAM, HERBERT, Hitchin, Hertford, Engineer March 19
at 2 Sun Hotel, Hitchin, Herts
BARKER, FANNI ARTHUR, Fulham rd, Dealer in Fancy
Goods March 19 at 12 Bankruptcy bldgs, Carey st
BENNETT, J, Plaistow, Essex March 21 at 11 Bankruptcy
bldgs, Carey st
BETTERTON, ARTHUR, Redditch, Worcester, Journeyman
Baker March 20 at 11 174, Corporation st, Birming-
ham
BOAT, WILLIAM HENRY FREDERICK GEORGE, Leicester,
Provision Merchant March 19 at 12.30 Off Rec, 1,
Berridge st, Leicester
BRAHAM, GEORGE BENJAMIN, Gt Yarmouth, Optician
March 19 at 3.15 Lovell Blake, South Quay, Gt
Yarmouth
COLLINS, JAMES RICHARD, West Hartlepool, Drug Store
Proprietor March 31 at 2.45 Grand Hotel, West Hartle-
pool
COPELAND, GEORGE TRUMAN, Crowland, Lincoln, Black-
smith March 22 at 11.30 Law Courts, New rd, Peter-
borough
DAVIES, REES, Swansea, Builder March 19 at 12 Off Rec,
31, Alexandra rd, Swansea
D'AVIGNON, SERGIUS HENRY, Shrewsbury, Salop, and
afterwards Dover March 21 at 12 Bankruptcy bldgs,
Carey st
DAWKINS, GEORGE WILLIAM, Nuneaton, Builder March 19
at 12 Off Rec, 17, Hertford st, Coventry
FAWCETT, ALBERT, Barnsley, Yorks, Bank Manager
March 21 at 10.15 Off Rec, Regent st, Barnsley
FINS, GEORGE FREDERICK, Wells near the Sea, Grocer
March 21 at 3 Off Rec, 6, King st, Norwich
FOWLES, FREDERICK GEORGE, ADOLF EAST, and SEPTIMUS
LION ABRAHAM, Elgin av, Maid Vale, Grocers
March 19 at 2.30 Bankruptcy bldgs, Carey st
FRAMPTON, EDWIN, Hammersmith, Clerk March 20 at 12
Bankruptcy bldgs Carey st
GOULD, EMILY, Market Weighton, Yorks Tailor March 22
at 12.30 Off Rec, 28, Stonegate, York
GOULD, WILLIAM GRAVES-nd, Surveyor Rochester March 25 at 11
115, High st, Rochester
GOULDEN, JOSEPH, Newton le Willows, Lancs, Licensed
Victualler March 21 at 11.30 Off Rec, Exchange st,
Bolton
HAMSON, GEORGE, Bridgewater, Flour Merchant March 20
at 12.15 Off Rec Baldwin st, Bristol
HAY, ELIZABETH, Bishop Auckland, Durham, Painter
March 19 at 2 Three Tuns Hotel, Durham
HOPWOOD, ARTHUR WILLIAM, Oldham, Licensed Victualler
March 20 at 3 Off Rec, Bank chmbrs, Queen st,
Oldham
KEATING, JAMES, Brighton, Builder March 19 at 12 Off
Rec, 4, Pavidos bldgs, Brighton
LOTHEIM, SIMON, Edgbaston, Bttingham, Electro plater
March 22 at 11 174, Corporation st, Birmingham
PATTISON, JOHN, Kearsborough, Cycle Dealer March 22
at 11.30 Off Rec, 25 Stonegate, York
PATTISON, THOMAS JOSEPH, Gt Yarmouth, Butcher
March 20 at 12 Off Rec, 31, Fisher st, Cardisle
PECK, JOHN HENRY, Copthall bldgs, Stockbroker March 20
at 11 Bankruptcy bldgs, Carey st
POWELL, WILLIAM LLEWELLYN, Cambrian Vaults, Newtown,
Licensed Victualler March 21 at 12.30 1, High st,
Newtown
ROBERTS, ELIZA, Bristol, Licensed Victualler March 20 at
12 Off Rec Baldwin st, Bristol
ROBINSON, JULIUS LEOPOLD, Baywater, Wine Merchant
March 21 at 12 Bankruptcy bldgs, Carey st
SLATER, JOHN, Oldbury, Worcester, Coal Dealer May 20
at 12 174, Corporation st, Birmingham
SMITH, ANTHONY, Huddersfield, Master Chimney Sweep
March 20 at 11 Off Rec, 19, John William st, Hudders-
field
WALLACE & CO, JOHN, Gracechurch st March 21 at 11
Bankruptcy bldgs, Carey st
WELLMAN, JOHN, Haworth, Yorks, Grocer March 21 at 11
Off Rec, 31, Manor row, Bradford
WELSH, HENRY, Hove, Sussex, Builder March 19 at 12.30
Off Rec, 4, Pavilion bldgs, Brighton

WILLIAMS, RICHARD, Dawlish, Devon, Coal Merchant
March 21 at 10 30 Off Rec. 13, Bedford circus, Exeter
ADJUDICATIONS.

ATWOOD, GEORGE, Hornham, Sussex, Plumber Brighton
Pet March 8 Ord March 8
BELL, FRANK, Seven Sisters rd, Holloway, Provision Dealer
High Court Pet March 8 Ord March 8
BRADDOCK, JOSEPH KIRBY, Marple, Cheshire, Draper
Stockport Pet Feb 18 Ord March 7
BENJAMIN, CHARLES RADCLIFFE, and LEO SCHEFF, Great
Portland st, Laundrymen High Court Pet Dec 28
Ord March 5
BENNETT, ERNEST GEORGE, Blomfield st, London Wall,
Printseller High Court Pet Feb 19 Ord March 7
BETTERTON, ARTHUR, Redditch, Journeysman Baker Bir-
mingham Pet Feb 14 Ord March 7
BRAHAM, GEORGE BENJAMIN, Gt Yarmouth, Optician Gt
Yarmouth Pet March 5 Ord March 7
BRIDGMAN, CHRISTOPHER VICKY, Anderton, Cornwall,
Solicitor Plymouth Pet March 8 Ord March 8
CARLEY, ARTHUR THOMAS, Clapham Junction, Ironmonger
Wandsworth Pet March 6 Ord March 6
CLARKE, GEORGE WILLIAM, Aylsham, Norfolk, Draper
Norwich Pet Feb 18 Ord March 9
CLAYTON, WILLIAM ARTHUR, Foulby, Yorks, Surgeon
Wakefield Pet March 8 Ord March 8
COOK, GEORGE, Stourport, Worcesters, Wheelwright
Kidderminster Pet March 4 Ord March 8
COPE, ARTHUR, Manchester Manchester Pet Feb 18 Ord
March 9
COSINS, WALTER, Yeovil, Baker Yeovil Pet Feb 9 Ord
March 7
DAWKINS, GEORGE WILLIAM, Nuneaton, Warwicks, Builder
Coventry Pet March 4 Ord March 8
DYER, JOSEPH SAMUEL, Brixham, Devon, Fish Dealer
Plymouth Pet March 7 Ord March 7
FINS, GEORGE FREDERICK, Wells next the Sea, Norfolk,
Grocer Norwich Pet March 7 Ord March 7
FOWLER, FREDERICK GEORGE, ADOLF EAT, and SEPTIMUS
LEON ABRAHAM, Elgin av, Maida Vale, Grocers High
Court Pet March 7 Ord March 8
GOLLOP, RALPH JOSEPHUS, Yeovil Yeovil Pet Feb 15 Ord
March 7
GOULD, EMILY, Market Weighton, Yorks, Tailor York
Pet March 7 Ord March 7
GOUTY, WILLIAM, Gravesend, Surveyor Rochester Pet
March 8 Ord March 8
GUESS, EDWIN HENRY, Shanklin, Grocer Newport and
Byde Pet March 9 Ord March 9
HACK, GEORGE SYDNEY, Leadenhall Market, Provision
Dealer High Court Pet Feb 22 Ord March 8

HALBOT, EUGENE LOUIS, Bradford, Woollen Merchant
Bradford Pet Feb 19 Ord March 7
HAMMOND, ALFRED CHARLES, Putney, Gentleman Wanda-
sworth Pet March 8 Ord March 8
HARVEY, ALBERT, and HERBERT JOSEPH HARVEY, Minton st,
Hoxton, Umbrella Manufacturers High Court Pet
Feb 12 Ord March 7
HINDLE, THOMAS, Morecambe, Labourer Preeton Pet
March 9 Ord March 9
HOUGHTON, GEORGE, Chorlton upon Medlock, Manchester,
Packing Case Maker Manchester Pet March 9 Pet
March 9
LAWRENCE, WILLIAM, Norwich, Licensed Victualler
Norwich Pet Feb 18 Ord March 9
LIGHTFOOT, SARAH MARIA, Chester, Milliner Chester Pet
March 8 Ord March 8
LYONS, LEONARD, Leman st, Certificated Bailiff High
Court Ord March 7
MILLER, JOHN THOMAS, Liverpool, Estate Agent Liverpool
Pet Feb 12 Ord March 8
PARSONS, ALFRED, Bournemouth, Tailor Poole Pet
March 7 Ord March 7
PARSONS, CLAUDE, Bournemouth, Coal Merchant's Traveller
Poole Pet March 7 Ord March 7
PATTISON, JOHN, Knaresborough, Cycle Dealer York Pet
March 7 Ord March 7
PECK, JOHN HENRY, Copthall bldg, Stockbroker High
Court Pet Feb 4 Ord March 7
PITCHARD, ELIAS, Four Crosses, St Pwllheli, Carnarvon,
General Merchant Portmadoc Pet Feb 15 Ord
Ord March 4
ROGERS, ELIZA, Bristol, Licensed Victualler Bristol Pet
March 5 Ord March 9
SANDERSON, TOM ALBERT, Woking, Surrey, Mineral Water
Manufacturer Guildford Pet March 9 Ord March 9
SEEDALL, LUCY LOUISE, Basingstoke, Hants, Grocer
Winchester Pet March 8 Ord March 8
SHELLEY, ALFRED JOHN, Cardiff, Builder Cardiff Pet
March 7 Ord March 7
SPRAQUE, LEWIS JOSIAH, and JAMES ELLIOTT SAUNDERS,
Lawrence Ln, Hostlers High Court Pet Dec 19 Ord
March 7
WILLIAMS, GEORGE, ROBERT WILLIAMS, and WESLEY
DECIMUS MILLS WILLIAMS, Batow in Furness Iron-
founders Batow in Furness Pet Feb 5 Ord
March 8
WILLIAMS, RICHARD, Dawlish, Devons, Coal Merchant
Exeter Pet March 7 Ord March 7
WILSON, FRED, East Ardsley, Yorks, Grocer Wakefield
Pet March 8 Ord March 8
YOUNGHOUSE, GEORGINA MARY, Weymouth Dorchester
Pet Feb 9 Ord March 7

SHORTHAND AND TYPEWRITING.

TREADWELL & WRIGHT,
I. of S.W., N.U.T.,
33 CHANCERY LANE, W.C.
LEGAL AND GENERAL SHORTHAND WRITERS
AND TYPISTS.

ESTABLISHED 1845.

The Shorthand Writers appointed by the Court in Public
and Private Examinations under the
Companies Acts.
Legal and General Verbatim and Condensed Reporting.
All kinds of Legal, Literary, and General Type Copying.
Competent Clerks for Emergencies and Arrears.
Rooms and Clerks for service of Clients on the premises.
Country orders returned same day if required.

The Companies Acts, 1862 to 1900.

BY  AUTHORITY

Every requisite under the above Acts supplied on the
shortest notice.

The BOOKS and FORMS kept in Stock for immediate use.
SHARE CERTIFICATES, DEBENTURES, &c., engraved and
printed. OFFICIAL SEALS designed and executed.

Solicitors' Account Books.

RICHARD FLINT & CO.,
Stationers, Printers, Engravers, Registration Agents, &c.,
49, FLEET STREET, LONDON, E.C. (corner of
Serjeants' Inn).
Annual and other Returns Stamped and Filed.

NOW READY, SECOND EDITION. PRICE 5s.
A Practical Handbook to the Companies Acts.
By FRANCIS J. GREEN, of the Inner Temple, Barrister-at-Law.

EDE AND SON,

ROBE  MAKERS.

BY SPECIAL APPOINTMENT.

To Her Majesty, the Lord Chancellor, the Whole of the
Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town
Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1835.

94, CHANCERY LANE, LONDON.

BRAND & CO'S
SPECIALTIES
FOR INVALIDS.

Prepared from finest ENGLISH MEATS
ESSENCE OF BEEF,
BEEF TEA,
MEAT JUICE, &c.,
Of all Chemists and Grocers.

BRAND & CO., LTD., MAYFAIR, W., & MAYFAIR
WORKS, VAUXHALL, LONDON, S.W.

THE MOST NUTRITIOUS.

E P P S'S
GRATEFUL-COMFORTING.
C O C O A
BREAKFAST-SUPPER.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

ESTABLISHED 1844.

Funds exceed - - - £3,600,000.

LONG-TERM POLICIES AT LOW RATES, with right to change
to Ordinary Assurances, thus giving

THE CHEAPEST ASSURANCE PROCURABLE.

Write for NEW PROSPECTUS, containing full information and other important
alterations, to

SECRETARY, 18, LINCOLN'S INN FIELDS, LONDON.

M. R. C. SPURLING, M.A., B.C.L. (Oxford),
First Class Honours, late Scholar of Christ Church,
Editor of Eleventh Edition of "Smith's Manual of Common
Law," Barrister-at-Law, continues to PREPARE for the
Bar and all University Law Examinations by Day, Even-
ing, or Post.
Bar Examination, 1900.—92 sent up, 67 passed, 14 obtain-
ing a Second Class.
University Examination, 1900.—10 (all those sent up)
successful.

Address, 11, New-court, Carey-street, W.C.

WANTED, No. 7 of Vol. XLVII. of the
Weekly Reporter, dated December 17th, 1900; ed.
per copy will be paid for same at the Office, 27, Chancery-
lane, W.C.

19th CENTURY BUILDING SOCIETY,
ADELAIDE PLACE, LONDON BRIDGE, E.C.

CHAIRMAN:

SIR HENRY WALDEMAR LAWRENCE, BART.,
2, Mitre-court-buildings, Temple, E.C.

Prompt and Liberal Advances to Purchase, Build, or
Improve Freehold, Leasehold, or Copyhold Property.
Interest for Loans Reduced to 4 per Cent.
Preference Shares £10 each; Interest 4 per Cent.
Deposits received at 5, 3, and 4 per Cent.
Prospectus free of

FREDERICK LONG, Manager.

GENERAL REVERSIONARY AND
INVESTMENT COMPANY, LIMITED,
No. 26 PAUL MALL, LONDON, S.W.
(REMOVED FROM 5 WHITEHALL.)

Established 1896, and further empowered by Special Act of
Parliament, 14 & 15 Vict. c. 130.

Share and Debenture Capital £247,970.

Reversions Purchased on favourable terms. Loans on
reversions made either at annual interest or for deferred
charges. Policies Purchased.

EQUITABLE REVERSIONARY
INTEREST SOCIETY, Limited.

10, LANCASTER PLACE, STRAND, W.C.

ESTABLISHED 1835. CAPITAL, £500,000.

Reversions and Life Interests in Landed or Funded Prop-
erty or other Securities and Annuities PURCHASED or
LOANS granted thereon.

Interest on Loans may be Capitalised.

C. H. CLAYTON, Joint
F. H. CLAYTON, Secretaries.

THE REVERSIONARY INTEREST SOCIETY,
LIMITED

(ESTABLISHED 1835).

Purchase Reversionary Interests in Real and Personal
Property, and Life Interests and Life Policies, and
Advance Money upon these Securities.

Paid-up Share and Debenture Capital, £247,975.

The Society has moved from 17, King's Arms-yard, to
20, COLEMAN STREET, E.C.